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ABSTRACT

Eight collective bargaining agreements between the boards of trustees of selected community colleges in Florida and their respective faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are provided: Brevard Community College, Broward Community College, Chipola Junior College, Edison Community College, Hillsborough Community College, Indian River Community College, Palm Beach Junior College, and Pensacola Junior College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; association/union and faculty rights; replacement/substitute pay; creation, publication, and sale of texts and other materials; working hours; weekend assignments; grading; travel expenses; assigned work locations; co-curricular duties; academic freedom and correlative obligations; terminations for cause; transfers; time accounting; reduction in force; accommodation with board rules; no strike/no lockout pledge; non-bargaining consultations; employer rights and prerogatives; benefits; grievance and arbitration procedures; complaints against professional staff; suspension of operations; maintenance of professional standards; severability; and the duration, termination, and renewal of the agreement. Salary schedules and relevant forms are appended to many of the agreements. (EJV)

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ED 294 600

SELECTED COLLECTIVE BARGAINING AGREEMENTS OF FLORIDA TWO-YEAR COLLEGES

Collected by the

National Education Association
Washington, DC

JC 870 508

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AGREEMENT

between the

DISTRICT BOARD OF TRUSTEES
BREVARD COMMUNITY COLLEGE

and

LOCAL 1847
UNITED FACULTY OF FLORIDA
BREVARD COMMUNITY COLLEGE

1987-88

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ARTICLE I

PREAMBLE

Section 1. This Agreement is entered into by and between the District Board of Trustees of Brevard Community College (hereinafter the Board or Employer), and Local 1847, United Faculty of Florida/Brevard Community College (hereinafter, the Union).

Section 2. This Agreement is intended to serve the interests of the members of the public who are represented by the Board, in having at all times available to them the College's services on an efficient and economical basis. It is contemplated that this Agreement will serve the public interest by insuring that the administrative staff and the members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions, and by defining the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings; as well as by providing a grievance procedure for the resolution of any claims that the Agreement has been violated by the Employer.

Section 3. The Board and the Union recognize the College's mission to provide the highest quality of educational services to the community served, and each acknowledges their responsibility and contribution of the other toward this objective. They both pledge themselves to an institution that is staffed by qualified teachers, counselors and librarians with the appropriate level of training. They agree to make every effort as an administration and a union to maintain a high level of professional standards of knowledge, integrity and dedication.

ARTICLE 2

RECOGNITION

The Board recognizes the Union as the sole and exclusive collective bargaining agent for all members of the full-time Faculty (counselors, librarians and teachers, as certified by the Florida Public Employee Relations Commission in Case No. 8H-RC-754-4219) in matters concerning wages, salaries, benefits, working conditions, and other terms and conditions of employment

ARTICLE 3

TO BE PROVIDED TO THE UNION

Section 1. During the term of this agreement, the Board agrees to furnish to the Union, upon written request, all available information which is in the Board's current possession or custody, which is not privileged or confidential under applicable law, and which is necessary to enable the Union to intelligently fulfill its role as bargaining agent. This article shall not oblige the Board to make calculations or compilations, but refers only to the right to obtain existing records, and a charge of $.40 per page may be assessed for copies of records or documents.

Section 2. The right to inspect any individual's personnel record shall exist only if that individual authorizes such inspection in writing.

Section 3. Upon approval and ratification of the Agreement by the Board and the members of the bargaining unit, the Board shall provide a copy of the Agreement to each member of the bargaining unit. Fifty additional copies will be provided to the Union. The cost of reproduction and printing the Agreement will be borne equally by the Board and the Union. The Board will provide a copy of the Agreement to each new member of the bargaining unit when he or she is employed or transferred into the bargaining unit.

Section 4. The Board agrees to furnish the Union with the following items without charge:

a. Two copies of the College Operating Budget and any changes thereto.

b. A list of bargaining unit members to include the following information:
    (1) Basic contract length
    (2) Basic contract salary
    (3) Date of original employment
    (4) Date of birth
    (5) Home addresses reflected in college records as of September 15, 1987.

This list will be updated as of January 15, 1988.
Subject to availability of information, the College will make a good faith effort to provide also, in January, 1988, the number of accrued sick leave days and the educational category of each unit member. If the information requires compilation rather than a simple listing, a fee will be agreed to prior to the information being provided.

c. The agenda for regular meetings and workshops (other than Collective bargaining workshops) of the District Board of Trustees and the routine faculty personnel recommendations to be considered at the meeting.
d. Two copies of the College Annual Financial Report.

Section 5. All requests for information shall be presented to the Director of Employee Relations.

Section 6. The parties both recognize that effective faculty input is necessary in the academic process and is a part of the accreditation of the College. The Director of Employee Relations will make available to the union to be copied on a college copier minutes of the meetings of each of those college committees that have faculty members.

ARTICLE 4

SAVINGS CLAUSE

If any provision of this Agreement, or part of a provision, shall be declared or rendered null, void or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect.

ARTICLE 5

DUES CHECKOFF

Section 1. Subject to the restrictions set forth in Section 447.303, Florida Statutes, the Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the Union, the amount of Union dues and assessments which are uniformly charged by the Union to all members. The Employer will also provide the Union with a list of the unit members from which deductions were made.

Section 2. The Employer shall be obliged to make no more than one dues deduction from any employee's pay with respect to any single pay period.

Section 3. If the employee involved has insufficient pay accrued with respect to any pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation to make a deduction for that pay period. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, unless the arrears are due to past error on the Employer's part.

Section 4. The Union agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

Section 5. It shall be the Union's obligation to keep the Employer at all times informed, by certification of a responsible official of the Union, of the amount of uniform dues and/or assessment deductible from employees' pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

Section 6. Deduction authorizations shall be valid until revoked or until the employee terminates his or her employment. Each authorizing employee shall have the further right to cancel the authorization at any time, by delivering a written notice to the Employer.

Section 7. The Employer will be under no obligation with respect to dues or assessments checkoffs during any period of time when no collective bargaining agreement is in effect.

Section 8. The Employer will not deduct or transmit to the Union at any time any monies representing fines, fees, penalties or special assessments.

Section 9. The obligation to commence making deductions or to stop deductions on account of any particular authorization shall become effective with the first paycheck produced following the receipt of the authorization by the Employer.

Section 10. Written authorization to start or stop payroll deductions for Union dues will be transmitted to the Employer on the form at Annex A to this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a written claim that the Employer has violated some specific provision of this Agreement. Oral complaints are not grievances, although employees are free to orally bring complaints or suggestions relating to employment matters to the attention of the supervisory or managerial personnel at any time, and to discuss the same on an informational basis.

Section 2. The Union shall have the right to file and pursue grievances on behalf of individual employees who personally sign the grievance document, as to contract rights running to these employees individually. The Union shall also have the right to file and pursue grievances on behalf of itself as to, and only as to, contract rights running to the Union as an entity, such as those provided to the Union in the article on dues checkoff. There shall be no combining of Union grievances and employee grievances in a single grievance document.

Section 3. The right of the individual employee to present and pursue grievances under this article, without representation by the Union, is preserved inviolate, subject only to such limitations as may be contained in Chapter 447, Florida Statutes.

Section 4. To the extent reasonably possible, grievance investigations by the Union and/or affected or involved employees, and grievance processing are to be carried out in the off-duty time of all personnel involved. Investigations or processing of grievances on duty time of any person shall occur only with the prior permission of the Employer, and under such conditions as the Employer shall prescribe.

Section 5. The Employer shall at all times have the right to require unit employees to divulge to it any information or knowledge, direct or secondary, that they may have related to grievances.

Section 6. This grievance procedure cannot be used by the Union or any employee to dispute a decision by the Employer not to renew the contract of an employee on annual contract, or to dispute a decision by the Employer not to award continuing contract to a unit employee. This grievance procedure cannot be used to dispute a decision by the Board to suspend or dismiss a unit employee when such suspension or dismissal is effected under the provisions of SBE Rule 6A-14.411.

Section 7. The time limits set forth in this article are of the essence and must be strictly complied with. A grievant's failure to comply shall mean that the grievance stands abandoned. The Employer's failure to answer a grievance within the time provided shall mean that the grievance is denied. In order to be eligible for processing, a grievance must be timely filed and contain the following:

1. The name of the grievant, whether employee or Union.
2. The date on which the event giving rise to the grievance occurred, or the omission giving rise to the grievance occurred.
3. A detailed statement of the facts as to the claimed event or omission.
4. Citation of the particular sections of this Agreement (not articles alone) that the grievant relies on. General citations will not satisfy this requirement and the grievant shall not add new citations after the grievance is filed.
5. A statement of the precise relief sought, which will stand as the outer limit or maximum as to possible relief that can be sought.

Section 8. Grievances, properly and timely filed, shall be processed in accordance with the following procedure. Time limitations specified herein may be extended by agreement of both parties.

1. Step I. An eligible grievant shall file the grievance document with his or her immediate supervisor in the College administrative staff (chairperson, director, or dean) within twenty-one (21) calendar days of the occurrence of the event or omission giving rise to the grievance, or within twenty-one (21) calendar days of the date when the grievant in the exercise of reasonable diligence, should have become aware of such event or omission, whichever is later. Within ten (10) calendar days of the receipt of the grievance, the immediate administrative supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor will be allowed ten (10) calendar days following the meeting to respond to the grievance in writing. This written answer may consist of a notation on the grievance document

2. Step II. If no written response is received at Step I, or if the response is not acceptable to the grievant, the grievant may refile the grievance document with the supervising Provost. The document must be refiled within five (5) calendar days of the receipt of the answer from the immediate administrative supervisor or if no written answer is received, within five (5) calendar days after the expiration of the ten (10) day period specified in Step 1. Once any grievance document has been properly filed with the Provost, the Provost shall have fifteen (15) calendar days in which to provide a written response to the grievant. The written response may consist of a notation on the grievance document. Either the Provost or the grievant may request a meeting to discuss the grievance. If the grievant desires a meeting, he/she should request it when the grievance document is refiled with the Provost. If such a meeting is held, it should be held within the fifteen (15) day period

3. Step III. If no written response is received at Step II or if the disposition of the grievance is unacceptable to the grievant, the grievant may refile the grievance document with the College President or an individual designated by him to hear grievances at Step III. The document must be refiled within five (5) calendar days after the receipt of the answer from the Provost, or if no answer is received, within five (5) calendar days after the expiration of the fifteen (15) day period applicable to Step II. The grievant may also request a meeting with the President or his designee to discuss the grievance. Such a meeting will be scheduled within fifteen (15) days from the receipt of the grievance at Step III. The President or his designee will be allowed fifteen (15) days after the receipt of the grievance at Step III to provide a written disposition of the grievance

Section 9 Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step III or if no answer is received within the fifteen (15) day period applicable to Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by filing a written request for arbitration with the Director of Employee Relations within five (5) calendar days after receipt of written disposition at Step III or if no answer is received, within five (5) calendar days after the expiration of the Step III fifteen (15) day period. A copy of the grievance document must be attached to the request.

1. After a written request for arbitration is properly and timely filed, the grievant and the Employer, by any representative it may choose, will meet at a mutually convenient time or confer by telephone in an effort to agree on an arbitrator.
2. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service will be asked to supply a list of five names from which the parties, the grievant striking first, will alternately strike names until only one remains. The one remaining shall be the arbitrator.
3. Each party shall have the right to reject one list of arbitrators in its entirety, and any subsequent list containing any of the same names.
4. No arbitrator shall have at any time before him more than one grievance involving this Agreement without the Employer's consent
5. The identified arbitrator will be notified by joint letter and requested to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

    a. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement. Decisions must be explained upon the request of either party

b. In any arbitration involving a question of monetary liability, the potentially liable party shall have the right to require the arbitrator to rule at the close of the hearing. Otherwise, the parties shall have a right to a reasonable time for briefing the case, upon request, and a decision shall be due within thirty (30) days after the date set for filing briefs.

c. If the Employer makes offers to settle or compromise any grievance, the arbitrator, upon the Employer's objection, shall refuse to take evidence on or consider such offers. The Employer shall be entitled to rescind actions which are the subjects of grievances, subject to a right to reinstate such actions upon receipt of a favorable arbitration decision or unarbitrated grievance decision.

d. All costs of any arbitration including the arbitrator's fees and expenses, cost of reports and transcripts (which shall be made available at the request of either party), cost of meeting rooms, etc., shall be borne by the losing party, unless the grievance is partially denied and partially sustained, in which event the arbitrator may apportion costs.

e. The arbitrator's decision shall be final and binding unless either party contests it before a court of competent jurisdiction. In the latter event, the court shall be empowered to consider the evidence and this Agreement, and to determine whether the arbitrator's decision conforms with the preponderance of the evidence.

f. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved, but shall accommodate the parties within reason as to hearing dates and continuances where need is shown.

ARTICLE 7

MANAGEMENT RIGHTS AND PREROGATIVES

Section 1. The Employer expressly reserves and retains, to the maximum extent permitted by law, each and every right and prerogative that it has ever had and enjoyed at any time and in the absence of any collective bargaining relationship whatsoever, whether such rights and prerogatives have ever been exercised or not, and as if the collective bargaining relationship did not in fact exist, except to the limited extent that it has herein and by words of unmistakable meaning and clear import, agreed to expressed and explicit limitations upon those rights and privileges.

Section 2. Each of the parties waives any right to demand collective bargaining on any matter during the terms of this Agreement, although they reserve the right to meet and confer on a mutual consent basis and without assuming those obligations normally attendant upon legal collective bargaining, except with mutual consent.

Section 3. The reservation or retention of management rights or prerogatives, as done in Section 1 above, refers to the right to implement any decision coming within that reservation or retention, without prior bargaining over the impact or effects of such decision upon unit employees. Bargaining shall subsequently take place upon the request of either party.

Section 4. While it is not possible to anticipate or detail in this agreement all of the rights and prerogatives that the Employer retains and reserves, the following list is illustrative. The Employer exclusively retains and reserves the rights to: exercise all rights normally exercised by employers and not expressly limited herein; select employees for hire; determine manning requirements; schedule work; determine the duties required by employees; subcontract all or a part of its work or functions; transfer, lay off, recall, determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; discontinue programs; and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the College.

ARTICLE 8

NON-BARGAINING CONSULTATIONS

During the term of this Agreement, the Employer, through its desigrated representative(s), will be available to meet on a mutual consent basis with the Union to consult (not bargain) on any legal subject of bargaining.

ARTICLE 9

ACCOMMODATION WITH BOARD RULES, POLICIES, ETC.

Section 1. This Agreement shall take precedence over any District Board of Trustees policy or administrative rule with which it is in conflict. Board policies and administrative rules shall be presumptively controlling, with the party contending otherwise to have the burden of showing a clear conflict.

Section 2. The existence and continuing validity of all current rules or policies of the District Board of Trustees, and of all Operational Procedures promulgated in connection with same, together with other written administrative rules, regulations and programs currently prevailing are confirmed and acknowledged. The Employer shall have the continuous right to make and implement rules and regulations for the governance of the institution, its personnel and their work-related activities, except as restricted by this Agreement. Reference shall be made to the pertinent policies or rules to resolve any questions as to the scope or number of faculty duties or obligations arising from their contracts of employment.

Section 3. The Board agrees not to change the following Board Policies during the term of this Agreement, insofar as these policies pertain to bargaining unit members.

6Hx: 1-3.05 Political Activities of College Personnel
3.06 Criteria for Employment of Instructional Faculty, Counselors and Librarians (Paragraphs D and E only)
3.07 Contracts (Paragraph B only)
3.09 Teacher Load--Full-Time
3.10 Teacher Overload
3.11 Substitute Teachers
3.16 Payment of Full-Time Faculty Personnel
3.19 Payroll Deductions
3.20 Leave--General
3.22 Outside Employment
3.28 Dismissal or Suspension of Employees
3.34 Legal Services for Employees

If the State Board of Community College changes the rule concerning continuing contract status, any impact(s) of this rule change will be subject to negotiation within a reasonable time period during the term of this agreement whether such negotiations take place or not, all provisions of this contract shall remain in full force and effect until and unless changed by agreement. The parties also mutually agree that any impasse resolution proceedings initiated in consequence of such negotiations will be delayed until a reasonable time after the commencement of 1988-1989 contract renewal negotiations.

Section 4. Alleged violations of Board Policies are not grievable under the grievance procedure at Article 6. Complaints of alleged violations of the Board Policies specified in Section 3 above, with resultant injury to the complainant, may be processed under the Academic Due Process Procedure as found in paragraph 349 of the College Operations Procedures Manual. The Academic Due Process Committee will consist of seven members, all of whom will be full-time College employees. Three members will be chosen by the Union and three members will be chosen by the Employer. The seventh member will be chosen by vote of the first six.

Section 5. In computing teaching load per Board Policy 6Hx:1-3.09, Teacher Load Full-Time, the parties agree that contact hours as they pertain to instruction in vocational certificate programs shall be interpreted as 60-minute hours. The Employer also agrees not to exercise its authority under Paragraph 5 of this policy to assign an unpaid overload to any unit member.

Section 6. The workweek for counselors and librarians shall be 40 hours.

Section 7. In the event that the Board provides for waiver or reduction of tuition and fees for Board employees or their dependents to attend Brevard Community College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

Section 8. Requests for personal leave chargeable to sick leave will be submitted to the immediate administrative supervisor at least ten (10) working days prior to the date of leave. The unit member will be be required to state the reason for the leave. The Employer will normally approve the request, except when operational reasons require the unit member's presence. The unit member will cooperate with the Employer to assure continuity of instruction and other employment responsibilities.

ARTICLE 10

SALARIES

Section 1. The parties agree and subscribe to the salary schedule for full-time instructors, counselors and librarians of the Brevard Community College Operating Budget for July 1, 1987, through June 30, 1988. Unit members will be placed on the schedule as follows:

a. Unit members who will be appointed to a different contract length for 1987-88: recompute the 1986-87 base contract amount in accordance with Section 5, Article 14, then add the salary increase specified in subparagraph c. below, appropriate to the length of the 1987-88 contract.
b. Unit members who will be appointed to the same contract length for 1987-88 as was held in 1986-87: add the salary increase specified in subparagraph c. below, to the 1986-87 base contract amount.
c. (1) Calculate the daily rate of pay for 1986-87
    (2) Add 8% to the 1986-87 daily rate
    (3) Add $4.00 to the result from Step 2 above
    (4) Multiply the result from 3 above by the number of days in 87-88 contract
    (5) If not at an exact multiple of $25.00, round upward to the next highest $25.00
d. Add $200 for those who are going on a continuing contract for the first time.
e. Add $500 for each additional educational category achieved as defined in the Policy and Procedures Manuals. Official transcripts must be furnished to the Director of Personnel by October 1, 1987.
f. Salary maximums listed in the Budget shall not be exceeded.
g. No instructor with a 200 or more day contract for 1987-88 will receive less than $25,000.00 for 1987-88. No counselor or librarian with a 224 day contract for 1987-88 will receive less than $25,000.00 for 1987-88.
h. This salary offer is predicated upon the College receiving $359,000 from the Florida State Lottery during the 1987-88 fiscal year. In the event, some portion of that sum is not received, the Board may consider reducing expenditures to include implementing salary reductions of unit members subject to the following conditions:
    1) Salary reductions will be the same (meaning one percent for any such employee equals one percent for any other) for all full time employees.
    2) Salary reductions will be no more than proportional to the reduction in total college funding.
    3) Salary reductions for unit members will in no event exceed 4%

Section 2. Any accrued vacation leave balance may be used by a unit member in accordance with College procedures. Accrued vacation leave may be cashed in by the unit member upon retirement or termination of employment at the 1981-82 daily rate.

Section 3. The 1987-88 salary contract period will be from August 17, 1987, through August 14, 1988 for instructors, and August 3, 1987 through July 31, 1988 for counselors and librarians.

Section 4. The Employer agrees to pay the appropriate monetary supplement to any unit member who performs additional duties as indicated in Item 7, page 6, Exhibit 9, of the Brevard Community College Operating Budget for July 1, 1987, through June 30, 1988.

Section 5. Compensation to unit members for overload instruction beginning on or after August 24, 1987, will be at the higher of the following rates.

a. Credit Hour Rates: Doctors Degree, $415 per college hour or equivalent; Masters Degree or equivalent, $365 per college hour or equivalent; Bachelors Degree or equivalent, $315 per college hour or equivalent.
b. Contact Hour Rates (per contact hour): Doctors Degree, $12; Specialist Degree, $11; Masters or equivalent, $10; Bachelors or equivalent, $9.

c. Adult high school credit hour rates (to include counselors and librarians on an equivalent basis): Doctors Degree, $15 per class hour; Specialist Degree, $14.25 per class hour; Masters Degree or equivalent, $13.50 per class hour; Bachelors Degree or equivalent, $12.75 per class hour.

Section 6. An applicant recommended for a bargaining unit position will receive a memorandum, conditional on Board approval, stating the starting annual salary and the base contract length (in days). Starting salary will comply with the Salary Schedule for Full Time Instructors, Counselors, and Librarians. Salary will be conditional on the Personnel Office receiving verification of the applicant's credentials (college transcripts, work experience, etc.).

Newly hired unit members who desire credit toward M+30 or M+60 salary classifications for previously completed course work must submit the appropriate documentation to the Personnel Office within 60 days after the first day of employment.

Section 7. Unit members recommended for supplemental contracts or overload instruction shall receive written notification, conditional on Board approval, stating the approximate rate of pay, and the approximate total amount of pay.

This notification will be provided within 14 days after work commences. In the event that the monetary recommendation is materially changed prior to submission to the Board of Trustees, the affected unit member will be promptly notified, and upon request shall be relieved from the assignment. The unit member shall be paid for services rendered up to that point.

This section does not apply to Staff and Program Development con-tracts, or to short-term contracts for special projects.

The written notification referred to above is PER Form 115A or its equivalent.

ARTICLE 11

DURATION OF AGREEMENT

Section 1. This agreement shall become effective when ratified by the employees in the bargaining unit, according to the requirements of Chapter 447, Florida Statutes, or the Employer, whichever is later in time. This Agreement shall continue in effect until midnight, June 30, 1989, at which time it shall expire and terminate in its entirety and for all purposes.

Section 2. Negotiations for a further agreement shall take place, at times and places selected by the parties in accordance with their mutual convenience, at the request of either, after 60 days prior to expiration of this contract. The ground rules for these negotiations will be as agreed to by the parties on November 21, 1980.

Section 3. If agreement as to a complete replacement agreement is not reached and lawfully ratified by both parties before this Agreement expires, the parties shall be without agreement as of the moment when this Agreement expires.

The above paragraph may be modified as to effect, on a mutual consent basis, if the parties desire to do so, by a writing to be signed by both. Grievances arising and actually filed prior to the expiration of this Agreement shall be eligible for processing through arbitration, but grievances arising or asserted after this Agreement expires are to be treated as issues for bargaining. If a renewal or replacement agreement is arrived at, the parties may or may not agree upon retroactive application of the grievance and/or arbitration procedure therein.

ARTICLE 12

COMPLAINTS AGAINST UNIT MEMBERS

Section 1. In the event that a written complaint is received by the administration concerning alleged poor performance or misconduct by a unit member, and if the complaint is considered serious enough by the immediate supervisor to warrant discussion with the unit member, the unit member will, on request, be given a copy of any written complaint and be allowed to respond to the supervisor in writing. The unit member may request the identity of the complainant and the opportunity to meet with the complainant and the supervisor to discuss the complaint. In the event the complainant has requested anonymity, the unit member may request that the identity of the complainant be made available to the Director of Employee Relations of the college who would verify the authenticity and seriousness of the complaint and decide whether, in fairness, the complainant needs to be identified to the unit member in order that the unit member be able to respond properly to the complaint.

Section 2. If, after the procedure in Section 1 above is concluded, the administration deems the complaint serious enough to be placed in the unit member's file, any written response provided by the unit member will be attached to the complaint and also filed in the personnel file.

ARTICLE 13

PERFORMANCE REVIEW OF FACULTY

Section 1. The parties recognize the Employer's right to evaluate faculty members' performance of assigned duties and continuing value to the College. A major purpose of such a review process is to assess faculty performance and suggest professional development strategies which should facilitate student learning. This article does not confer on any unit member the right to be reviewed; however, if an annual administrative review (Section 3, below) is not rendered on any unit member, the unit member may, prior to March 1, 1988, request such a review and the Administration will comply.

Section 2. Unit members will be given access to, and permitted to comment on any review which is reduced to writing and placed in his/her official personnel file. However, the Union and unit members waive any right of access to student evaluations or portions thereof, during the school term in which the student evaluation was completed. As an exception to the above, a unit member shall be given access to student evaluations during the term when the studnet evaluations were completed if any of these evaluations are used in support of disciplinary action against said unit member. The unit member will be given access to these evaluations at least ten (10) days prior to any disciplinary action.

Section 3. Annual administrative review of faculty will utilize the review forms at Annex B. The faculty member may provide written comment in the space designated on the form or alternatively be separate correspondence within fourteen (14) days of the supervisor/faculty conference. Upon request, a copy of the administrative review will be provided to the faculty member without charge by the supervisor. The rating period for this review is January 1, 1987, to December 31, 1987. If the Campus Provost or any higher level administrator makes comments on the review, a copy of these comments will be furnished to the unit member. The unit member may, within fourteen (14) calendar days from the receipt of these comments, prepare a written response.

Section 4. In the event a unit member receives an overall rating of "BE" on the review, the campus provost shall examine such a review and must concur or not concur with the overall rating before such a review is forwarded to the unit member's personnel file. The unit member shall have the right to present any additional information to the campus provost during this process. The unit member may also, within fourteen calendar days of receipt of such concurrence, provide a written response to be included in the personnel file.

Section 5. Any faculty member may request a pre-review conference with his or her supervisor. In the event the unit member's performance is viewed by the supervisor as likely to fall below the level of performance judged reasonable and responsible, the supervisor shall request such a conference with the unit member. Such requests will be made not later than October 1, 1987. The supervisor will hold such a conference prior to November 1, 1987. The purpose of this conference is to give the unit member the opportunity to present additional information to the supervisor for consideration in completing the annual performance review.

Section 6. Student evaluation of instruction will be conducted each term. Instructors in the vocational programs will be evaluated twice each year. All other instructors will be evaluated by at least two sections per term. The instructor may choose one of the sections to conduct the evaluation. Student evaluations will utilize the form at Annex C. Student evaluations will be scheduled for approximately the 12th week of Fall Term and Spring Term and the 5th week of Summer Term I and Summer Term II. Data from student evaluations will provide feedback for the instructor's benefit and shall not be the exclusive basis for annual evaluation of a bargaining unit member.

Section 7. Where feasible, a faculty member other than the course instructor will administer the student evaluation of instruction, and the course instructor will not be present during the process. This will be considered a normal faculty duty. The faculty member administering the evaluations will remain in the classroom during the process, will designate a student to collect the completed evaluations, and seal them in an envelope and deliver them to the Division Chairperson's office or representative.

Section 8. The employer reserves the right to forego the student evaluation of instruction in any given semester. Faculty will be notified by the 12th week of the Fall Term or Spring Term and by the 5th week of a Summer Term if student evaluations are not to be conducted.

ARTICLE 14

FACULTY CONTRACTS

Section 1. Faculty contracts for the academic year will be offered in the categories listed below.

Section 2. Librarians and Counselors will be assigned contracts for 224 days, except for unit members who were employed under a 200 day contract for the 1985-85 academic year. Those members will be assigned a 200 day contract.

Section 3. Instructors who teach primarily in vocational certificate programs will be assigned 200-day contracts for the 1987-88 academic year, except for unit members who were employed under a 229-day contract for the 1986-87 academic year. These instructors will be assigned a 229-day contract.

Section 4. Unit members who teach in A.A. and A.S. degree programs will be assigned to one of the following contracts, consistent with their 1986-87 contract:

a. A contract for fall term and spring term consisting of 170 days.
b. A contract for fall term and spring term, plus a summer teaching assignment in summer term I or summer term II consisting of 200 days.

The academic load for each summer term is 6 semester hours. The instructor work week is 35 hours. Assignment to summer term I or summer term II will be at the discretion of the Employer; however, unit members may submit their preference, and preference will be considered in making the assignment.

The contract assignment (a or b above) for each unit member will remain the standard contract for that member for subsequent academic years. Assignment to the other option will be made only with the concurrence of the Employer.

Section 5. If, after academic year 1984-85, a unit member is moved to a different length contract within category, the daily rate of the unit member will be recomputed. This recomputation will use the 1983-84 daily rate as a base rate, and apply any subsequent salary increases granted to the new contract length.

Section 6. Several A.A. degree faculty were assigned 224-day contracts for the 1986-87 academic year. These unit members will be assigned a 224 day contract.

Section 7. Since the Associate Degree Nursing program is presented only during Terms I and II, instructors in this program will be offered a 170-day contract.

Section 8. Any bargaining unit member who desires an overload teaching assignment may submit a written request to the appropriate Division Chairperson. Such requests by unit members will be considered prior to making instructional assignments to adjunct faculty. Should a Division Chairperson select an adjunct faculty member for overload assignment over an equally qualified unit member, the unit member, if dissatisfied, will be entitled to a conference with the Division Chairperson.

Section 9. When in the judgment of the Employer there is a reasonable possibility that summer term I or summer term II enrollment will not be sufficient to provide a full teaching load for a unit member on 200 day contract, the employer may require the unit member to "bank" an overload during fall term or spring term. "Banking" consists of requiring the unit member to teach an overload during a regular term (I or II), but withholding payment until it is determined whether a full teaching load materializes in summer term I or summer term II. The Division Chair will confer with the unit member prior to assigning the banked overload.

If a full load is assigned and taught in summer term I or summer term II, the unit member will be paid for the overload. Otherwise, the banked overload will be applied toward fulfillment of the unit member's annual teaching load.

A maximum of four semester hours may be banked in any academic year. Banking may not be used to fulfill the complete summer term I or summer term II load. The summer term I or summer term II work week for unit members who receive credit for a banked overload may be reduced by the number of contact hours taught in the overload divided by the number of weeks in summer term I or summer term II.

Section 10. When in the judgment of the Employer it is necessary to temporarily transfer a unit member to a campus other than that to which the unit member is normally assigned in order to provide the unit member with a summer term teaching load, the Employer may do so without compliance with Article 15, Sections 3, 4 and 5.

Section 11. The bargaining unit recognizes the desirability of its members assisting with the retention of students who give evidence of becoming dropouts from the program. This includes but is not limited to such activities as contacting students who are in danger of failure, early referral of such students to guidance counselors and/or learning labs, counseling sessions with individuals or small groups of students, special tutoring sessions, etc.

ARTICLE 15

INTERCAMPUS TRANSFER OF FACULTY

Section 1. The Board retains the right and responsibility for determining the number and type of faculty positions required at each campus, and for the selection of individuals to fill these positions. Faculty members will be assigned to one of the three campuses - Titusville, Cocoa or Melbourne. When a new faculty position is established at any campus, it will be advertised collegewide and a copy of the position notice will be furnished to the Union. Any faculty member who feels qualified to fill the position may apply, however, the selection of the individual to fill the position will be made by the Board. The Board reserves the right to fill such position with a new hire, even though a currently employed faculty member has applied for the position.

Section 2. Any faculty member selected for transfer must meet the educational requirements for the position as specified in paragraph B.2, Board Policy 6Hx:1-3.06.

Section 3. If the Board desires to fill a vacant position with a currently employed faculty member, the position shall be advertised collegewide and a copy of the position notice furnished to the Union. If no volunteer is forthcoming, the Board shall notify all potentially involved faculty members that appear to be qualified for the position, and ask for a volunteer to fill the position. If there is still no volunteer, the Board will select an individual for involuntary transfer from among those qualified for the position.

Section 4. If it is necessary to select a unit member for involuntary transfer, the Board will assign transfer points to all unit members in the same discipline who are qualified to fill the open position. The total points accrued will be considered by the Board in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the Board select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the Board will state the reason for the selection.

Transfer points will be assigned as follows:

a. One-half point for each full academic year employed at BCC as a faculty member in the affected discipline. A maximum of ten (10) points is allowed.
b. One point for each five-mile increment of distance from the campus of proposed assignment to the unit member's domicile as reflected in the College personnel records as of the date of the announcement of the vacancy. A maximum of ten (10) points is allowed.

Section 5. A faculty member selected for involuntary transfer to another campus will be given a minimum of three months notice.

ARTICLE 16

REDUCTION IN FORCE

Section 1. Prior to any general reduction of the number of employees in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the Union and the Board. The Board will notify the Union no later than April 1 for reductions to be effective in the following Term I and no later than October 1 for reductions to be effective in the following Term II. During the period following the notice to the Union of the intent to reduce force, the Board agrees to meet at reasonable times and places for such discussion. The notice period may be reduced in the case of unusual or unforseen circumstances giving rise to a reduction in force and making the above notice not feasible.

Section 2. Based on the nature of the cause for reduction, the Board will determine the number and types of faculty positions to be reduced.

Section 3. Once the number and types of positions to be reduced is determined, the Board may transfer faculty between campuses to avoid releasing faculty from employment. The provisions of Article 15 of this Agreement will be observed.

Section 4. The Board's loyalty to its long-time employees is noted, therefore, no continuing contract faculty member shall be released until all annual contract faculty serving in the discipline to be reduced have been considered for release from employment. The decision of the Board on which faculty members to release shall not be subject to public hearings under Chapter 120, Florida Statutes.

Section 5. Unit members within disciplines to be reduced will be assigned RIF points for use only within the discipline to assist in selecting the unit member to be released from employment. The point total accrued by each member will be considered by the Board in making its selection, with the member having the lowest point total being the most vulnerable to release. Should the Board select a unit member for release who has a RIF point total greater than that of a unit member in the same discipline who is not being released, the Board will state reasons for the selection. An employee selected for release due to reduction in force will be given at least 60 days notice prior to the effective date of the release.

RIF points will be assigned as follows:

a. Rating on on item #12 (overall work performance) on the average of the two most recent annual administrative evaluations

Above expectations	10 points
At expectations	5 points
Below expectations	0 points

b. Faculty experience at BCC
One-half point for each full academic year employed at BCC as a faculty member in the affected discipline. Maximum of ten points is allowed.

c. Academic Preparation

Doctorate	5 points
Masters Degree +60	4 points
Masters Degree +30	3 points
Masters Degree	2 points
Bachelors Degree or equivalent	1 point

Section 6. This Article is not deemed to be in conflict with the Florida State Board of Education Administrative Rules, Chapter 6A-14.411.

Section 7. Unit members who are released from employment under this Article will for a period of 24 months from the date of release be granted recall preference for reemployment with the College in lieu of a new hire, subject to the following conditions:

a. Recall will be within the discipline from which released.
b. Recall selection will be based upon the same considerations utilized in making selections for release. Unit members whose most recent annual administrative evaluation contains an overall performance rating of "BE" will not be eligible for recall.

c. Unit members who refuse to accept an offer for recall under this section will not be eligible for further consideration under this section.

ARTICLE 17

ACADEMIC FREEDOM AND CORRELATIVE OBLIGATIONS

Section 1. In recognition of the principle of academic freedom at Brevard Community College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member writes or speaks he/she must recognize the special position in the community he/she holds as an employee of Brevard Community College in that the public may judge both the faculty member's institution and profession by his/her statements. Therefore, the faculty member shall at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he/she is not a spokesman for Brevard Community College.

Section 2. The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students; and we, as faculty members, further recognize our obligations to maintain at all times a professional attitude toward students.

Article 18

SELECTION OF NEW FACULTY

Section 1. When consideration is being given to hiring new faculty members, the Employer may solicit input from faculty. Such input will be advisory only; the final decision rests entirely with the Employer.

Section 2. Unit members agree to serve on faculty screening committees if requested to do so.

Section 3. If the College conducts a campus-wide or district-wide orientation for newly employed faculty, the Union may, at its discretion, provide a brief written message of greeting for inclusion in the orientation materials.

Article 19

TERMINAL PAY

Section 1. Terminal pay shall be paid to the beneficiaries of unit members whose employment is terminated by death. This will be computed as follows:

a. For unit members who have not completed three years employment at the College: the daily rate of pay multiplied by 35 percent of the number of days of accumulated sick leave.
b. For unit members who have completed three years employment, but less than six years: the daily rate of pay multiplied by 40 percent of the number of days of accumulated sick leave.
c. For unit members who have completed six years employment, but less than nine years: the daily rate of pay multiplied by 45 percent of the number of days of accumulated sick leave.
d. For unit members who have completed nine years of employment: the provisions of Section 2 will apply.

Section 2. Terminal pay shall be paid to unit members upon retirement. This will be computed at the current daily rate of pay multiplied by 50 percent of the number of days of accumulated sick leave. Beginning with the 13th year of employment and every third year thereafter, the base or maximum of 120 days will be increased by 10 days.

Section 3. If a unit member receives terminal pay benefits based on unused sick leave as specified in this article, all remaining accumulated sick leave shall become invalid.

ARTICLE 20

FACULTY SCHEDULES

Section 1. The professional obligation of faculty is comprised of both scheduled and non-scheduled activities. The Board and the Union recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place.

Section 2. Instructors will account for 35 on-campus hours per week and will post a working hour schedule in accordance with paragraph 307 of the Operational Procedures Manual. In the event an instructor has classes on two campuses on the same day, an appropriate amount of travel time may be shown in the schedule. Counselors and Librarians will account for 40 hours per week as approved by their immediate supervisor.

Section 3. With the exception of required visits to health care facilities by Allied Health personnel, in-county travel will not be paid.

Section 4. Unit members will certify time worked during each pay period. This certification will be accomplished on the form specified at Annex D and submitted to the immediate supervisor biweekly, pursuant to State Auditor's recommendation.

Section 5. It is understood that all College employees, as a general rule, are to be required to provide assurances, on a regular basis, of fulfillment of employment responsibilities.

Section 6. Recognizing that productivity is increased by physical well-being, the College encourages employees to be concerned with physical fitness. For this purpose, 1 1/2 hours per week of the hours accounted for by faculty may be scheduled for personal fitness to be utilized at a campus physical fitness facility. A maximum of 30 minutes of work time may be scheduled on any workday.

ARTICLE 21

EARLY RETIREMENT INCENTIVE

Section 1. The Board will provide an early retirement incentive payment to unit members who are at least age 55 and who have not reached their 63rd birthday during the 1987-88 academic year and meet the other eligibility requirements listed in Section 2, below. At the discretion of the Board this payment may be extended to unit members who have completed 30 years service under an approved Florida retirement system, and who elect to retire prior to age 55.

Section 2. In order to be eligible for the payment, the unit member must:

a. Retire under an approved Florida State retirement system.
b. Have been employed as a faculty member at Brevard Community College for at least ten (10) full academic years.
c. Submit application for retirement at least three months prior to the effective date of retirement.
d. Be officially added to the Florida State Retirement payroll.

Section 3. Eligibility ceases at the end of the last academic term prior to the member's 63rd birthday.

Section 4. The amount of the incentive payment will be 25% of the unit member's base contract salary for the 1987-88 year to be paid at the request of the unit member during the academic year following retirement.

ARTICLE 22

FACULTY SUPPORT OF COLLEGE ACTIVITIES

Section 1. Both the Union and Employer recognize the quality of student activities is enhanced by faculty participation and support. Faculty are encouraged to support student activities by attendance at student presentations, sports events and graduation ceremonies. Unit members also are encouraged to serve as sponsors for student clubs and activities.

Section 2. Unit members who are on continuing contract will attend one graduation ceremony per year in regalia unless properly excused.

a. If a faculty member is not scheduled for a work day on the day of ceremony, attendance at the ceremony will be regarded as fulfilling half a work day. Those faculty who are scheduled for a work day will receive credit towards the work week requirement specified in Article 20, Section 2.

b. The College will take responsibility for making arrangements to have proper regalia available.

ARTICLE 23

MAINTENANCE OF CONTINUING CONTRACT

Section 1. The parties recognize and subscribe to Board Policy 6Hx:14-1-3.06 and the supporting section of the College Operational Procedures Manual as the basic policy and procedure for administration of maintenance of continuing contract as it pertains to unit members.

Section 2. The parties recognize the necessity for faculty to continue formal professional development throughout their employment at the college. Although the College may set the minimum professional development standards for maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member.

Section 3. Prior to beginning any program or course for credit toward maintenance of continuing contract, the faculty member will secure approval of the program or course from the Employer. The request for approval will be submitted to the immediate administrative supervisor. Approval or disapproval is entirely within the discretion of the Employer, and is not subject to the grievance procedure at Article 6. The faculty member will be notified of approval or disapproval within 30 days after the request is submitted. In the event that an answer is not received within 30 days, the faculty member may contact the appropriate Campus Provost, who will be required to supply a decision within two working days.

Section 4. Formal college course work will normally be at the graduate level. Exceptions may be granted when the proposed course has special relevance to the faculty member's discipline or professional development requirements.

Section 5. The College recognizes the desirability of assiting faculty members in the fulfillment of the obligation of maintaining continuing contract. While no College funds are specifically allocated to support these activities, the College encourages faculty members to make use of the Staff and Program Development funds that are available for tuition reimbursement and to apply to the Staff and Program Development Committee for summer sabbaticals to pursue higher education at other institutions. Applicants for summer sabbaticals will be accepted until February 1.

Section 6. The parties agree that Board Policy 6HX: 14-1-306 Section E paragraph 1 and Section E paragraph 2 is amended to be a six year period rather than a five year period.

ARTICLE 24

SUBSTITUTE TEACHERS

Section 1. It is the responsibility of each teaching faculty member to arrange for a substitute teacher to be available if the faculty member is absent for any reason. The parties recognize that rigid assignment to substitute in certain classes will in some cases be infeasible, and that a flexible arrangement between colleagues to substitute for each other will normally suffice.

Section 2. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the Division Chairman showing a substitute teacher for each assigned section. It shall be the responsibility of the unit member to notify the substitute teacher(s) and the Division Chairman of any absences, planned or unplanned, unless prevented from doing so by circumstances beyond the unit members control. The Division Chairman may assist in the notification of the substitute teacher in cases of unplanned absences.

Section 3. Serving as a substitute teacher is part of the professional obligation of teaching faculty. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to serve, as long as there is no conflict in class schedules. It is noted that in some cases special work may be assigned to students for the period of the teachers absence, and that a substitute will not be required. This will be done only with the concurrence of the Division Chair.

Section 4. Time spent in serving as a paid substitute will not be credited towards the 35 hour faculty work week obligation.

ARTICLE 25

INSURANCE

Section 1. The Board recognizes a responsibility to assist the faculty to deal with the costs of health care.

Section 2. The Board agrees to provide a selection of hospital, medical and dental plans. The Board further agrees to fund each unit member $50.00 per pay period to be applied to the cost of such a plan or plans. Any expense above that amount will be the responsibility of the unit member. A cash payment of the difference will be made to the unit member if the expense is less than $50.00 per pay period. A unit member not participating in any plan will receive a cash payment of $50.00 per pay period. In the event that upon renewal of the policy, the Board pays non-unit personnel more than $50.00, the Board agrees to pay unit members the higher rate.

Section 3. The College agrees to establish a collegewide insurance committee, which will function between September 1, 1987 and March 1, 1988. The function of the committee will be to assist in the implementation of selected plan renewals and new consortium health plans scheduled to be implemented on January 1, 1988. The committee's responsibility will include submitting a final report to the Director of Personnel. One third of the committee members (all members must be full-time college employees) will be members of the bargaining unit, selected by the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Brevard County, Florida, as of the days and dates indicated below.

District Board of Trustees
Brevard Community College

By: Maxwell C. King
Authorized Representative
Title: President

Date of Signing: 8-18-87

Local #1847
United Faculty of Florida/
Brevard Community College

By: Philip F. Stokes
Authorized Representative
Title: President

Date of Signing: 8/17/87

By: Charles S. Hatfield
Authorized Representative
Title: Chief Negotiator

Date of Signing: [illegible] 17, 1987

Annex A

BREVARD COMMUNITY COLLEGE

PAYROLL DEDUCTION AUTHORIZATION/DISCONTINUANCE

UNITED FACULTY OF FLORIDA

BREVARD COMMUNITY COLLEGE

Start

I authorize Brevard Community College to deduct UFF-BCC dues from my salary each pay period until further notice.

Social Security Number ______________________ Printed Name ______________________

Signature ______________________ Date ______________________

Stop

I discontinue my authorization for Brevard Community College to deduct dues from my salary.

Social Security Number ______________________ Printed Name ______________________

Signature ______________________ Date ______________________

Annex B-1

BREVARD COMMUNITY COLLEGE

ADMINISTRATIVE PERFORMANCE REVIEW OF LIBRARIANS

Librarian ______________________ Rated Period ______________________

Campus ______________________ Date ______________________

____
Scope of work assignment for this evaluation period.

____
Direction to supervisor:

Base your response on standards considered reasonable and responsible for the conduct of professional librarian responsibilities. Explain each item checked in the column "Performs below expectations." Please keep in mind that a major purpose of this review is to assess librarian performance and to suggest professional development strategies. It would be most helpful if you can describe situations related to your assessment.

LEGEND:		
	(AE)	Performed above expectation
	(E)	Performed as expected
	(BE)	Performed below expectation
	(NA)	Not applicable

1. Demonstrated professionalism and courtesy in presenting library services. AE E BE NA

(AE) Consistently demonstrated availability and willingness to locate and utilize library resources to help patrons. Consistently courteous, and able to secure adequate and desired information for patron. Frequently recommends other sources and materials that facilitate successful library experiences for patrons.

(E) Usually demonstrated availability and willingness to locate and utilize library resources to help patrons. Courteous and usually able to secure adequate and desired information for patrons.

(BE) Generally did not demonstrate courtesy, availability and willingness to locate and utilize library resources to help patrons. Frequently unable to secure adequate and desired information for patron.

2. Demonstrated knowledge of Librarianship. AE E BE NA

(AE) Demonstrated superior/significant knowledge of librarianship.

(E) Demonstrated adequate knowledge of librarianship for assigned duties.

(BE) Did not demonstrate adequate knowledge of librarianship.

3. Organization and management of Librarian activities AE E BE NA

(AE) Consistently planned and implemented activities to productively utilize on-duty time.

(E) Adequately planned and implemented activities to productively utilize on-duty time.

(BE) Did not adequately implement activities to utilize on-duty time.

4. Demonstrated professional skills when teaching use of library. AE E BE NA

(AE) Consistently used highly effective presentations and innovative materials that contributed to student understanding and utilization of the library.

(E) Utilized appropriate presentations and materials that contributed to student understanding and utilization of library.

(BE) Inadequate presentations. Frequently used materials that did not contribute to student understanding and utilization of library.

5. Kept current on field of Librarianship. AE E BE NA

(AE) Consistently expressed an interest in new opportunities to increase knowledge, understanding, and library skills related to work area. Requested training and/or schooling and attendance at meetings or workshops which would be beneficial to job.

(E) Usually sought out new opportunities to increase knowledge, understanding and skills related to work area. Showed interest in receiving training and/or schooling, attending meetings and workshops which would be beneficial to job.

(BE) Seldom sought out new opportunities to increase job knowledge, understanding and skills related to work area. Expressed little interest in receiving training and/or schooling which would be beneficial to job.

6. Showed professional cooperation in relationships. (i.e., students, faculty and administration). AE E BE NA

a. Exhibited professionalism in interpersonal relationships.

(AE) Consistently promoted a professional relationship where full confidence in a free, maximum exchange of ideas was possible. Was sensitive to feelings of others when presenting ideas, knowledge and opinions.

(E) Promoted a professional relationship where problems can be discussed objectively with opinions and knowledge being exchanged freely.

(BE) Generally did not promote a professional relationship. Exhibited negative attitude about thoughts and ideas of others.

b. Exhibited a professional attitude and cooperativeness as a department member. AE E BE NA

(AE) Consistently promoted a professional attitude and cooperated actively to contribute to department/division team. Freely offered suggestions for improvement.

(E) Exhibited a professional attitude and cooperativeness as a department member.

(BE) Did not work constructively with department/division members either individually or as a member of a team.

Librarian ______________________________

7. Submitted accurate reports on time

AE ___ E ___ BE ___ NA ___

(AE) Consistently submitted accurate records and reports on time.

(E) Normally submitted accurate records and reports on time.

(BE) Records frequently inaccurate; often late.

8. Demonstrated ability to initiate and respond to oral and written communication

AE ___ E ___ BE ___ NA ___

(AE) Demonstrated ability to effectively initiate and respond to oral and/or written communication.

(E) Demonstrated ability to adequately inititate and respond to oral and/or written communication.

(BE) Did not demonstrate ability to adequately initiate or respond to oral and/or written communication

9. Serves on college-wide committees.

AE ___ E ___ BE ___ NA ___

(AE) Active and significant participation in meetings. Reliable worker outside meetings. Volunteered to serve.

(E) Adequate participation in meetings and committee work outside of meetings. Served when asked.

(BE) Inadequate participation in meetings and outside committee work.

10. Demonstrated punctuality and conscientiousness in meeting work schedule.

AE ___ E ___ BE ___ NA ___

(AE) Consistently punctual and maintained appropriate work schedule. Frequently rearranged work schedule to meet needs of students and fulfilled assigned duties. Frequently worked beyond assigned hours to serve students.

(E) Generally maintained appropriate work schedule. Punctual, observed work schedule unless proper authorization was secured.

(BE) Frequently did not maintain appropriate work schedule. Habitually late or did not secure authorization to adjust schedule.

11. OVERALL WORK PERFORMANCE RATING

AE ___ E ___ BE ___ NA ___

(AE) Consistently exceeded standards expected of librarians in the overall performance of duties.

(E) Normally met standards expected of librarians in the overall performance of duties.

(BE) Not sufficient to meet expected standards for overall performance of duties.

ADMINISTRATIVE PERFORMANCE REVIEW OF LIBRARIAN

Narrative Summary of Performance:

Comment on items marked "BE":

Recommended Professional Development.

This performance review was discussed with the librarian on ____________________
Date

at ____________________ This discussion lasted for ________ minutes.
Place

Director, Learning Center Date

• •

Librarian Comments: (optional)

Signature Date

Provost's Comments: (Optional for overall rating of AE or E, mandatory for overall rating of BE.)

I (concur/do not concur) with the Director's Evaluation.

Campus Provost Date

Annex B-2

BREVARD COMMUNITY COLLEGE

ADMINISTRATIVE PERFORMANCE REVIEW OF COUNSELORS

Counselor ______________________ Rated Period ______________________

Campus ______________________ Date ______________________

Scope of work assignment for this evaluation period.

Direction to supervisor:

Base your response on standards considered reasonable and responsible for the conduct of professional counselor responsibilities. Explain each item checked in the column "Performs below expectations". Please keep in mind that a major purpose of this review is to assess counselor performance and to suggest professional development strategies. It would be most helpful if you can describe situations related to your assessment.

LEGEND:		
	(AE)	Performed above expectation
	(E)	Performed as expected
	(BE)	Performed below expectation
	(NA)	Not applicable

1. Demonstrated professional skills in individual counseling. AE E BE NA

(AE) Was highly effective in guiding each client through the educational, life-career choices and other personal-social development processes. When needed, made repeated efforts to meet client needs and create environment for client success. Counselor-client relationship promoted feelings of client worth and positive concept of self.

(E) Was effective in guiding each client through educational, life--career choices and/or personal-social development processes. Routinely focused on meeting client needs and creating environment for client success, worth and positive self-concept.

(BE) Generally was not effective in guiding each client through educational, life-career choices, and/or personal-social development processes. Frequently did not focus on meeting client needs or creating environment for client success.

2. Demonstrated professional skills in group counseling/advisement. AE E BE NA

(AE) Was highly effective in facilitating group processes dealing with educational, life-career choices and personal-social develepment (i.e., goal setting, value clarification, anxiety/conflict resolution, etc.). Consistently provided experiences which contributed to positive outcomes for each member of group. Always aware of and sensitive to the feelings and needs of each individual in group.

(E) Was effective in facilitating group processes dealing with educational, life-career choices and personal-social development (i.e., goal setting, value clarification, anxiety/conflict resolution, etc.). Routinely focused on needs of group, and provided experiences which contributed to positive outcomes for group members.

(BE) Generally was not effective in facilitating group processes dealing with educational, life-career choices and personal-social development. Frequently was unable to focus on needs of group and provide experiences that contributed to positive outcomes for group members.

3. Demonstrated ability and willingness to locate and utilize resources to assist students in making realistic career-educational decisions.

AE E BE NA

(AE) Was highly effective in assisting students with their career-educational decisions. Made special effort to aid students in identifying interests, abilities and potential careers. Personally arranged special testing when needed, arranged interviews with instructors and community employers. Careful to promote student understanding to accept responsibility for final decisions.

(E) Was effective in assisting students with their career and educational decisions. Routinely aided students in identifying interests, abilities, potential careers and educational programs. Generally referred students for special testing, and interviews with instructors and community employers. Encouraged student to understand and accept responsibility for final decisions.

(BE) Generally was not effective in assisting students with career and educational decisions. Frequently did not assist students in identifying interests, abilities or the exploration of career and educational opportunities.

4. Referred student to appropriate college office or community agency when specialized service was needed.

AE E BE NA

(AE) Consistently demonstrated superior knowledge of college and community referral opportunities. Skillful in utilization of these agencies. Personally arranged referral and followed up to determine client success.

(E) Demonstrated adequate knowledge of college and community referral opportunities. Routinely made referral by directing the student where to go and who to see. Occasionally followed up to determine client success.

(BE) Demonstrated inadequate knowledge of college and community referral opportunities. Generally did not refer students when needed.

5. Demonstrated skill and ability in performing recruitment, registration and new student planning duties.

AE E BE NA

(AE) Consistently demonstrated high skill and ability in these areas. Consistently well prepared for each session. Clearly aided students by discussing college procedures, answering questions and finding solutions to their problems related to these areas.

(E) Demonstrated effective skill and ability in these areas. Usually well prepared for each session. Effectively discussed college procedures, answered student questions and resolved student problems related to these areas.

(BE) Generally demonstrated ineffective skills and ability in these areas. Frequently was not prepared for each session, gave incorrect information, unable to answer questions or resolve problems related to these areas.

Counselor ______________ ______________

6. Demonstrated professionalism in serving as resource person to faculty and staff dealing with student learning and adjustment problems   AE E BE NA

(AE) Consistently demonstrated professionalism in serving faculty/staff dealing with student learning and adjustment problems. Highly effective when assisting faculty/staff. Consistently able to resolve problems and recommend classroom activities and experiences that contribute positive outcomes for students.

(E) Demonstrated professionalism in serving faculty/staff. Usually able to resolve problems and recommend classroom activities or experiences that contribute positive outcomes for students.

(BE) Generally did not demonstrate professionalism in serving faculty/staff dealing with student learning and adjustment problems or recommend classroom activities or experiences that contribute positive outcomes for students.

7. Showed professional cooperation in relationships (i.e., students, faculty and administration).

a. Exhibited professionalism in interpersonal relationships.   AE E BE NA

(AE) Consistently promoted a professional relationship where full confidence in a free, maximum exchange of ideas was possible. Was sensitive to feelings of others when presenting ideas, knowledge, and opinions.

(E) Promoted a professional relationship where problems can be discussed objectively with opinions and knowledge being exchanged freely.

(BE) Generally did not promote a professional relationship. Exhibited negative attitude about thoughts and ideas of others.

b. Exhibited a professional attitude and cooperativeness as a department member.   AE E BE NA

(AE) Consistently promoted a professional attitude and cooperated actively to contribute to department/division team. Freely offered suggestions for improvement.

(E) Exhibited a professional attitude and cooperativeness as a department member.

(BE) Did not work constructively with department/division members either individually or as a member of a team.

8. Submitted accurate reports on time.   AE E BE NA

(AE) Consistently submitted accurate records and reports on time.

(E) Normally submitted accurate records and reports on time.

(BE) Records frequently inaccurate; often late.

9. Demonstrated ability to initiate and respond to oral and written communication AE E BE NA

(AE) Demonstrated ability to effectively initiate and respond to oral and/or written communication

(E) Demonstrated ability to adequately initiate and respond to oral and/or written communication.

(BE) Did not demonstrate ability to adequately initiate or respond to oral and/or written communication.

10. Served on college-wide committees. AE E BE NA

(AE) Active and significant participation in meetings. Reliable worker outside meetings. Volunteered to serve.

(E) Adequate participation in meetings and committee work outside of meetings. Served when asked.

(BE) Inadequate participation in meetings and outside committee work.

11. Maintained appropriate work schedule. AE E BE NA

(AE) Consistently punctual and maintained appropriate work schedule. Frequently rearranged work schedule to meet needs of students and fulfill assigned duties. Frequently worked beyond assigned hours to serve students.

(E) Generally maintained appropriate work schedule. Punctual, observed work schedule unless proper authorization was secured.

(BE) Frequently did not maintain appropriate work schedule. Habitually late or did not secure authorization to adjust schedule.

12. OVERALL WORK PERFORMANCE RATING AE E BE NA

(AE) Consistently exceeded standards expected of counselors in the overall performance of duties.

(E) Normally met standards expected of counselors in the overall performance of duties.

(BE) Not sufficient to meet expected standards for overall performance of duties.

ADMINISTRATIVE PERFORMANCE REVIEW OF COUNSELOR

Narrative Summary of Performance

Comment on items marked "BE":

Recommended Professional Development:

This performance review was discussed with the counselor on ______________________________
Date

at ______________________________ The discussion lasted for ____________ minutes.
Place

______________________ ________
Dean of Student Services Date

* *

Counselor Comments: (optional)

______________________ ________
Signature Date

Provost's Comments: (Optional for overall rating of AE or E;
mandatory for overall rating of BE.)

I (concur/do not concur) with the Dean's evaluation

Reviewed: ______________________ ________
Campus Provost Date

Annex B-3

BREVARD COMMUNITY COLLEGE

ADMINISTRATIVE PERFORMANCE REVIEW OF INSTRUCTIONAL FACULTY

Faculty Member ______________________ Rated Period ____________

Division ______________________ Date ____________

Scope of work assignment for this evaluation period.

Direction to supervisor:

Base your response on standards considered reasonable and responsible for the professional in conduct of instructional duties. Explain each item checked in the column "Performs below expectations." Please keep in mind that a major purpose of this review is to assess faculty performance and to suggest professional development strategies which should facilitate student learning. It would be most helpful if you can describe situations related to your assessment.

LEGEND:
(AE) Performed above expectation
(E) Performed as expected
(BE) Performed below expectation
(NA) Not applicable

1. Demonstrated punctuality and conscientiousness in meeting classes and maintaining advisement hours.

   a. Met classes as scheduled. AE E BE NA

   (AE) Consistently met classes as scheduled or obtained proper authorization to be absent. Worked with department/division head in arranging for adequate coverage of classes. Punctual and observed scheduled class hours.

   (E) Met classes as scheduled unless proper authorization was obtained and minimum instruction for covering the class provided. Punctual and observed scheduled class hours.

   (BE) Habitually late for scheduled class hours or did not follow scheduled class hours.

   b. Maintained hours for availability to students. AE E BE NA

   (AE) Consistently maintained posted advisement hours available to students. Frequently worked with students beyond scheduled hours.

   (E) Announced hours available to students for advisement in office or elsewhere on campus, and usually kept the commitment.

   (BE) Frequently did not maintain office hours for student advisement. Made little attempt to establish or announce how students may obtain help when needed.

2. Demonstrated knowledge of subject matter. AE E BE NA

   (AE) Demonstrated significant/superior knowledge of subject matter

   (E) Demonstrated adequate knowledge of subject matter.

   (BE) Did not demonstrate adequate knowledge of subject matter.

3. Used an appropriate testing and evaluation system to determine student progress in class.

a. Related test items to course objectives — AE E BE NA

(AE) Systematically related test items to course objectives

(E) Usually related test items to course objectives

(BE) Did not consistently relate test items to course objectives.

b. Assigned grade which reflects the achievement of course objective. — AE E BE NA

(AE) Consistently related evaluation to stated course objectives and degree of student achievement.

(E) Usually related evaluations to stated course objectives. Evaluations usually reflect level of student achievement of these objectives.

(BE) Did not relate evaluations to stated course objectives. Evaluations reflect little or no achievement of course objectives.

4. Organization and management of classroom experience to foster student learning.

a. Used materials appropriate to course objectives and needs of students — AE E BE NA

(AE) Researched and incorporated innovative materials that contributed to course objectives, and clearly aided students in understanding subject matter.

(E) Used appropriate materials that contributed to course objectives.

(BE) Frequently used materials which did not contribute to course objectives.

b. Planned teaching schedule to use full term. — AE E BE NA

(AE) Effectively implemented course plans/activities to utilize all class sessions during the term.

(E) Adequately implemented course plans/activities to utilize all class sessions during the term.

(BE) Did not adequately implement course plans/activities to utilize all class sessions during the term.

c. Clarified concepts or topics in the instructional setting. — AE E BE NA

(AE) Demonstrated a high degree of skill in developing and clarifying concepts and topics.

(E) Adequately developed and clarified concepts and topics.

(BE) Did not adequately develop or clarify concepts and topics.

Faculty Member ______________________

5. Maintained accurate records of student progress in class.

   a. Accuracy of records. AE E BE NA

   (AE) Consistently error free student records.

   (E) Usually error free student records.

   (BE) Frequent errors in student records.

   b. Provided students with evidence of progress through timely performance evaluation. AE E BE NA

   (AE) Provided documentary evidence of consistent monitoring of student progress during the term. Provided prompt feedback for good as well as poor performance.

   (E) Monitored student progress and provided scheduled evaluations.

   (BE) Did not keep each student informed of progress. No documentation of student evaluations before end of term.

6. Submitted accurate records and reports on time. AE E BE NA

   (AE) Consistently submitted accurate records and reports on time.

   (E) Normally submitted accurate records and reports on time.

   (BE) Records frequently inaccurate; often late.

7. Demonstrated ability to initiate and respond to oral and written communication. AE E BE NA

   (AE) Demonstrated ability to effectively initiate and respond to oral and/or written communication.

   (E) Demonstrated ability to adequately initiate and respond to oral and/or written communication.

   (BE) Did not demonstrate ability to adequately initiate or respond to oral and/or written communication.

8. Showed professional cooperation in relationships (i.e., student, faculty and administration).

   a. Exhibited professionalism in interpersonal relationships. AE E BE NA

   (AE) Consistently promoted a professional relationship where full confidence in a free, maximum exchange of ideas was possible. Was sensitive to the feelings of others when presenting ideas, knowledge and opinions.

   (E) Promoted a professional relationship where problems can be discussed objectively with opinions and knowledge being exchanged freely.

   (BE) Generally did not promote a professional relationship. Exhibited negative attitude about thoughts and ideas of others.

b. Exhibited a professional attitude and cooperativeness as a department member.

AE E BE NA

(AE) Consistently promoted a professional attitude and cooperated actively to contribute to department/division team. Freely offered suggestions for improvement.

(E) Exhibited a professional attitude and cooperativeness as a department member.

(BE) Did not work constructively with department/division members either individually or as a member of a team.

9. Served on college-wide committees as requested.

AE E BE NA

(AE) Active significant participation in meetings. Reliable worker outside meetings. Volunteered to serve.

(E) Adequate participation in meetings and committee work outside of meetings. Served when asked.

(BE) Inadequate participation in meetings and outside committee work.

10. Distributed to students written details of course objectives, instructor grading system and attendance policy at the beginning of course.

AE E BE NA

(AE) Provided written details of course objectives and policies to each student at beginning of course. Read and fully discussed objectives/policies. Answered questions for student understanding.

(E) Provided written details of course objectives and policies at beginning of course. Answered questions for student understanding.

(BE) Did not provide written details of course objectives and policies at beginning of course.

11. Encouraged and respected the appropriate expression of student opinion during classroom discussions.

a. Facilitated student participation in class discussions.

AE E BE NA

(AE) Consistently promoted and facilitated student participation in class discussion. Exhibited a professional, problem-solving attitude in the classroom with students, feeling free to ask questions and exchange ideas.

(E) Facilitated student participation in classroom discussion. Encouraged students to ask questions and exchange ideas.

(BE) Did not facilitate student participation in class discussion. Made little effort to involve students.

Faculty Member ______________________

b. Was receptive to student questions and problems related to academic progress. AE E BE NA

(AE) Consistently resolved student problems. Provided appropriate assistance and referral for problems that were not readily resolved.

(E) Usually resolved student problems. Provided students opportunity to discuss problems fully and freely.

(BE) Not able to discuss or resolve most student problems. Discouraged student questions and discussion of problems.

12. OVERALL WORK PERFORMANCE RATING AE E BE NA

(AE) Consistently exceeded standards expected of faculty in the overall performance of duties.

(E) Normally met standards expected of faculty in the overall performance of duties.

(BE) Not sufficient to meet expected standards for overall performance of duties.

ADMINISTRATIVE PERFORMANCE REVIEW OF INSTRUCTIONAL FACULTY (Continued)

Narrative Summary of Performance

Comment on items marked "BE":

Recommended Professional Development:

This performance review was discussed with the instructor on ______________________ at
date

______________________. The discussion lasted for __________ minutes.
place

______________________ ______________
Division Chairperson Date

* * *

Instructor's Comments: (Optional)

______________________ ______________
Signature Date

Provost's Comments: (Optional for overall rating of AE or E; mandatory for overall rating of BE)

I (concur/do not concur) with the chairperson's evaluation

______________________ ______________
Campus Provost Date

SUBJECT:
COURSE NUMBER:
SECTION:
TERM:

STUDENT EVALUATION OF INSTRUCTION

This form provides you an opportunity to express your veiws of this course and the way it has been taught. The purpose of obtaining the information is to assist in the improvement of instruction. It will serve this purpose best if you answer the items carefully and honestly. The Instructor will receive this form after grades are submitted.

STUDENT BACKGROUND INFORMATION

Directions: Blacken the appropriate letter.

A B C D E 1. What was your primary reason for taking this class? (A = required class; B = subject of interest; C = time offered; D = teacher reputation; E = other)

A B C 2. What is your class standing? (A = Freshman; B = Sophomore; C = other)

A B C D E 3. Estimate your college grade average. (E = first term students)

A B C D F 4. What grade do you expect to receive in this class?

A B C D F 5. What grade do you feel you deserve?

A B C 6. Estimate the hours per week devoted toward study outside of class for this course. (A = 0-3; B = 4-6; C = 7 or more)

INSTRUCTOR EVALUATION

Directions: Rate each item according to the degree which this instructor matched your expectation of an adequate performance.

AE = performance above expectation; E = performance as expected;
BE = performance below expectation; NA = not applicable

AE E BE NA 7. Instructor presented written course syllabus, including objectives, grading procedures, and attendance policy.

AE E BE NA 8. Instructor relates class experiences to course objectives.

AE E BE NA 9. Instructor's tests relate to course objectives.

AE E BE NA 10. Instructor uses unbiased grading system.

AE E BE NA 11. Instructor is prepared and uses class time effectively.

AE E BE NA 12. Instructor provides feedback to students regarding their class performance.

AE E BE NA 13. Instructor is avalable to consult with students during advisement hours.

AE E BE NA 14. Instructor creates an atmosphere where I feel free to ask questions and participate in class discussion.

AE E BE NA 15. Instructor stresses safety procedures in class and laboratory.

AE E BE NA 16. Rate this instructor for overall performance.

COURSE EVALUATION

Directions: Blacken the appropriate response.

Yes No 17. Course content matches course objectives

Yes No 18. Skills and competencies taught agree with those listed in course outline.

Yes No 19. Textbook and materials are readable and worthwhile.

Yes No 20. Textbooks and materials required to be purchased were used extensively in the course.

Yes No 21. Required textbooks, materials and supplies are readily available in the bookstore.

Yes No 22. Laboratory facilities and equipment are available to meet course objectives.

Please write additional comments on the back.

Annex D

BREVARD COMMUNITY COLLEGE

FACULTY PAYROLL CERTIFICATION

Name: ______________________________

Division: ____________________________

Payroll Period: ______________________

This form must be completed and submitted to your Department Chairperson or Campus Administrator within one week following the last duty day in the pay period.

Faculty work schedules are somewhat flexible to allow faculty to attend meetings, to provide additional student advisement, to sponsor organizations, etc. With administrative approval, schedules may be modified to accommodate these duties or to provide compensatory time for activities already performed in the previous bi-weekly time period.

I certify that I held all scheduled classes during the bi-weekly time reporting period or that I filed the appropriate leave form for the class(es) that I did not hold. I certify that I was available for student advisement during the hours listed on my schedule, and I fulfilled my other employment responsibilities.

____
Signature of faculty member

____
Date

____
Division Chairperson's or
Campus Administrator's initials

MEMORANDUM OF UNDERSTANDING

1. The Union and the Board agree to establish a joint committee to formulate a workload and contact hour proposal for vocational programs and vocational faculty.

2. The committee shall seek input of advisory committees, employers, and students prior to formulating such proposals.

3. The proposals shall be due on October 15, 1987 for possible implementation by January 1988.

4. The College shall be entitled to implement a 30 contact hour workload for vocational faculty as of the January Term 1988 after considering these proposals. If implemented, it is understood that vocational faculty will not be required to schedule advisement hours in addition to the 30 instructional contact hours.

5. In consideration of the Board's withdrawal of its proposal for an 18 credit weekly workload for instructional faculty, it is agreed and understood that that proposal will be deemed as continuing and on the table for 1988-89 negotiations, and that the parties, jointly and/or independently, will sincerely endeaver, during the time before those negotiations begin, to find ways and means to increase instructional faculty productivity.

6. The College agrees to defer implementation of the 40 hour work week for counselors and librarians until January 1, 1988.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE

AND THE UNITED FACULTY OF FLORIDA

1987 - 1989

JC870508

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ARTICLE 1

1.0 Recognition

The District Board of Trustees of Broward Community College, hereinafter referred to as the Board, recognizes the United Faculty of Florida, hereinafter referred to as UFF or the Union or the Faculty, as the exclusive collective bargaining representative for those employees certified by the Public Employees Relations Commission in Case No. RC-81-009 and Certification No. 539 dated May 22, 1981, who are employed by Broward Community College with respect to wages, supplements, hours and other terms and conditions of employment.

ARTICLE 2

2.0 Faculty Rights

2.1 Prevailing Rights

During the term of this Agreement, all rights, privileges and fringe benefits not specifically addressed in this Agreement, but previously enjoyed by Faculty members, and which rights, privileges and benefits contained in the Procedures and Guidelines Manuals and the Faculty/Staff Handbook as related to and limited to unit employees, will remain in effect unless amended by mutual agreement.

2.2 Non-discrimination

Broward Community College as an institution of higher learning is dedicated to the inculcation of the highest ideals of citizenship in a free society. The College seeks to set a proper example by complying fully with all relevant laws enacted at every level of government. Consistent with the American ideal of equality of citizens and the dignity and worth of each person, the College hereby states that equal employment opportunity and advancement are guaranteed consonant with appropriate laws without regard to race, religion, color, national origin, sex, creed, age, handicap, and/or marital status. All members of the Faculty are expected to assist in making this policy a practical reality.

The Employer and the Union agree that all provisions of this Agreement shall be applied to all employees covered by this Agreement and that the Employer and the Union affirm their joint opposition to any discrimination practices in connection with employment, promotion, and/or training, remembering that the public interest requires the full utilization of employee skills and ability without regard to race, color, creed, national origin, sex, religion, age, handicap, and/or marital status.

All employees of Broward Community College covered by this Agreement shall have the right to join or to refrain from joining the Union, to engage in lawful concerted activities for the purposes of collective bargaining or other mutual aid and protection, to express or communicate to management any view, grievance, complaint or opinion, related to the condition of compensation of public employees or their betterment as provided for in this Agreement, all free from restraint, coercion, discrimination or reprisal.

2.3 Grievance Procedure

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin.

Section 1

Any claim by an employee, group of employees, or the Union at the request of a group of employees, that there has been a violation, misinterpretation or misapplication of any division of this Agreement, may be processed as a grievance as provided hereinafter. Nothing in this article shall be construed to prevent any employee from presenting, at any time, his own grievance in person or by legal counsel to the College and having such grievance adjusted without the participation of the Union. However, an adjustment must be consistent with the terms of this Agreement, and the Union must be given a reasonable opportunity to be present at any meeting called for the resolution of any grievance.

Section 2

In the event that an employee believes that there is a basis for a grievance, he shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he prefers, accompanied by a Union representative, within 25 of the employee's duty days from the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance. It is agreed that when the grievant is satisfied with the College's response, processing of the grievance will automatically terminate.

Step 1

If, after the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union. Within five (5) instructional duty days of the informal discussion, the employee shall submit the form set forth in Appendix A, signed by the grievant and a representative of the Union, which form shall be available from the Department of Human Resource Management and Development of the College and the Union. Instructional duty days shall be defined as duty days on the employee's instructional calendar.

Within five (5) instructional duty days of receipt of the grievance, the immediate supervisor and the appropriate Dean

2.3 Grievance Procedure (Continued)

shall meet with the grievant and his Union representative in an attempt to resolve the grievance. The Dean will indicate the disposition of the grievance in writing within five (5) instructional duty days after such meeting, and shall furnish a copy thereof to the Union.

Step 2

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the campus Provost or the appropriate Vice President within five (5) instructional duty days of the disposition of the grievance at Step 1. Within five (5) instructional duty days the Provost, Vice President or his designee shall meet with the grievant and his Union representative and shall indicate the disposition of the grievance in writing within five (5) instructional duty days of the meeting.

Step 3

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the President or his designee, within five (5) instructional duty days of the disposition of the grievance at Step 2. Within five (5) instructional duty days,the President or his designee shall meet with the grievant and his Union representative and shall indicate the disposition of the grievance in writing within five (5) instructional duty days of the meeting.

Section 3

If the grievant is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union (with the consent of the grievant) to arbitration before an impartial arbitrator within twenty (20) instructional duty days of the disposition at Step 3 or expiration of the time limit. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in accordance with its rules, which shall also govern the arbitration proceedings. The parties agree the award of the arbitrator shall be final and binding.

The College and the Union shall share equally the expense of the arbitrator. Each party shall be responsible for any additional expenses it chooses to incur.

2.3 Grievance Procedure (Continued)

Adjustments of any grievance shall be consistent with the provisions of this Agreement. The arbitrator shall be prohibited from modifying, changing, adding to, or subtracting from the terms of this Agreement or any supplementary written, approved amendment entered into mutually by the parties. Any case appealed to the arbitrator upon which he has no power to rule shall be referred back to the parties without decision.

Section 4

1. The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties and the number of days written at each level will be considered a maximum - every effort will be made by the parties to expedite the process.
2. The Union shall have the right to initiate class grievances at Step 2.
3. Nothing in this article shall require the Union to process grievances for employees who are not members of the Union after written waiver by the Union to the grievant and the College. If the Union waives its rights to process a grievance to arbitration, the employee may carry the case forward but he will be required to pay one-half of the arbitration cost.
4. The parties agree that a settlement of any grievance by the parties prior to the rendering of a decision by an arbitrator shall not constitute an admission that the Contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.
5. No reprisal of any kind will be made by the Board against any grievant, any witness, any Union representative or any other participant in the grievance procedure by reason of such participation.
6. During all stages of the grievance procedure, the parties have the right of discovery to all information and arguments that have a bearing on the grievance.
7. The supervisor and grievant may mutually waive the hearing at any step - in which case the responsible official shall process the grievance as provided for at that step.

2.4 Reduction in Force

In the event the Board of Trustees determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable and non-discriminatory standards which: (1) shall not be arbitrary or capricious and (2) shall not deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the following procedure shall be controlling:

A. Reduction:

1. Faculty members affected by a reduction in force will be determined by the academic needs of the program. The determination of which Faculty members will be affected will be based on an analysis of the qualifications of the Faculty members to teach the remaining courses, the accreditation standards of the appropriate agencies, and annual contract status. All of the above being equal, length of service shall be the determining factor.

2. A Faculty member affected by layoff will be notified, if practical, by April 30 for a reduction to become effective in Term I; by October 1 for a reduction to become effective in Term II; and by February 1 for a reduction to become effective in Term III. In the event this notice is not practical, the affected Faculty member will be given at least 60 calendar days notice prior to the term in which the reduction occurs. The Faculty member will receive three (3) months of College employee insurance coverage and up to 10% of the Faculty member's base salary, not to exceed a total of three thousand, five hundred dollars ($3,500). Affected Faculty members shall have the right to participate in College insurance programs for an additional eighteen (18) months at no cost to the College.

B. Recall:

1. Faculty members affected by a reduction in force will be placed on a recall employment list for two years following the reduction in force, with the last member laid off being the first to be recalled.

B. Recall: (Continued)

2. All benefits to which a Faculty member was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.

3. The College shall notify the recalled employee be certified mail to the last known address of the employee. The burden is on the employee to notify the Human Resources Department of any change in address. In the absence of written notice from the employee, within fifteen (15) days of receipt of the recall, of an intent to return to work at the beginning of the next term, the College shall recall the next name on the recall list. Failure of the Faculty member to respond or to return as agreed shall constitute voluntary termination.

2.5 Personnel Files

There shall be one official personnel file for each Faculty member. The official file shall be maintained at the College Human Resources Office.

No derogatory materials relating to an employee's conduct, service, character or personality shall be placed in the personnel file of the employee except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file.

Materials relating to work performance, discipline, suspension or dismissal must be acknowledged by the employee, reduced to writing, signed and dated by an appropriate College supervisor. No such materials (with the exclusion of annual evaluations) shall be placed in the personnel file unless they have been reduced to writing within 45 calendar days of the College Administration becoming aware of the facts reflected in the materials. If the employee refuses to acknowledge such materials, the appropriate College administrator must state that fact on the materials. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt, and does not necessarily indicate agreement with the contents. No material older than three (3) years will be valid for use in any discipline, suspension or dismissal action.

2.5 Personnel Files (Continued)

Upon request, the employee shall be permitted to examine the contents of his/her personnel file. An employee has the right to answer any material in his/her personnel file and the answers shall be attached to the file copy. The Human Resources Office shall provide, upon written request by the Faculty member, one (1) set or portion thereof, of the Faculty member's personnel file per year at no cost to the Faculty member.

2.6 Proprietary Rights

When a Faculty member develops copyrightable or patentable material on his/her own without receiving remuneration or release time from the College, or through the use of College facilities or personnel, then he/she shall have sole right of ownership and disposition of such works.

When a Faculty member is paid by the College from any funding source, or is granted release time by the College and is assigned to a responsibility which leads to a copyrightable or patentable product, the work produced under such an assignment shall be the property of the College and all royalties from such product shall be the property of the College unless an agreement is executed in advance.

2.7 Personal Leave

Each employee may be absent for 4 days each academic year for personal reasons. Such absences shall be charged to accrued sick leave, and leave for personal reasons shall be non-cumulative.

2.71 Sick Leave Accrual

Each employee shall earn one day of sick leave for each calendar month or major fraction of a calendar month of service, not to exceed 12 days for each fiscal year. Sick leave shall be cumulative from year to year.

The employee shall, at the beginning date of employment, be credited with 4 days of sick leave with compensation. In the event of termination of employment before the end of the first contract year, the employee's compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation does not exceed the months served.

2.8 Professional Titles

A. Bases for Qualification for Titles

Promotion is based on many factors. Among these are excellence in teaching, in scholarship and creative works, in service to the College, its students, and the community. Professional activities in related fields as well as academic degrees and years of satisfactory service are also criteria to be considered in determining promotions.

Excellence in teaching is defined to include but not limited to the following: continued improvements of methods and procedures of instructional presentation, adherence to academic rules and regulations, command of subject, and currency in the field.

Excellence in scholarship and creative works is defined to include but not limited to the following: publication of research articles in scholarly and professional journals, professional licensure, publication of textbooks and reviews. In certain fields such as art, music or literature, creativity will be evidenced by such activities as exhibits, performances, or publications.

Service to the College is defined to include but not limited to the following: active participation in departmental and College-wide development, implementation, and evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance and viability; active participation on campus and College committees; development of new instructional techniques and/or delivery systems.

Service to students is defined to include but not limited to the following: availability to students for consultation and advisement, participation in student activities, sponsorship of student clubs and organizations, and a demonstrated commitment to the welfare of the student.

Service to the community and professional activities are defined to include but not limited to the following: membership and participation in community and professional organizations; service as an officer in a local, state, or national organization; service within the local business and industry community to enhance the College's service; participation with local schools for the purpose of academic articulation and the enhancement of enrollment efforts.

2.8 Professional Titles (Continued)

B. Minimum criteria for each level of the system shall be as follows:

Title	Education*	Experience**
Instructor	Bachelor's degree or equivalent	0 - 5 years of full time college teaching experience
Assistant Professor	Master's degree with 18 graduate semester hours in discipline or equivalent	0 - 5 years of full time college teaching experience
Associate Professor	Master's degree with 18 graduate semester hours in discipline plus eligibility for the 12 hour credential change award or a terminal Master's degree or equivalent.	6-10 years of full time college teaching experience at least 5 years of which must be at BCC and continuing contract.
Professor	Master's degree with 18 graduate semester hours in discipline plus eligibility for the 36 hr. credential change award or terminal Masters degree plus eligibility for the 12 hour credential change award or equivalent	11-15 years of full time college teaching experience at least 10 of which must be at BCC and continuing contract.
Senior Professor	Doctoral degree with at least 30 graduate semester hours in discipline or Master's degree with 18 graduate semester hours in discipline plus eligibility for the 48 hour credential change award or terminal Masters degree plus eligibility for the 24 hour credential change award or equivalent.	16+ years of full time college teaching experience at least 10 of which must be at BCC and continuing contract.

B. (Continued)

Criteria for Special Cases:

Individuals with distinguished records in their areas of expertise who may not qualify under the preceding minimum criteria but whose competency is well known and recognized may be placed by the District Board of Trustees in any of the preceding levels upon recommendation by the President to the District Board of Trustees with supporting documentation.

* Technical Faculty who do not have graduate programs available will be evaluated on an individual basis in the placement or promotion to the appropriate level. Professional licensure and appropriate professional registries are among the criteria to be considered.

** In technical areas occupational experience may be counted in lieu of teaching experience.

A Faculty member must initially fulfill the minimum qualifications of education and experience set forth in Section B and satisfactory performance as indicated by annual evaluation. Upon attainment of these minimum qualifications a Faculty member who receives satisfactory evaluations in four of the five criteria in Section A will be recommended for promotion.

Upon employment a Faculty member will be placed at the appropriate level. A Faculty member must complete 5 years at one level before becoming eligible for promotion to the next level. A Faculty member on annual contract is not eligible for promotion until he/she is awarded a continuing contract.

Faculty members who are employed prior to the 1987-88 academic year, may, after one year at the initial level but no later than three years after the initial placement, apply for promotion to the next level on a one time basis. Application for promotion after this will only be considered after 5 years. There is no monetary increase upon attaining promotion.

2.8 Professional Titles (Continued)

C. Applications for promotion must be initiated by the Faculty member and must contain a statement explaining, in detail, the accomplishments attained in relation to both Sections A and B. Applications must be submitted to the Department Head who will make a recommendation to the Academic Dean. The Academic Dean will make a recommendation to the Campus Provost who, in turn, will make a recommendation to the President. The President, consistent with the legal authority vested in that position, will make the final recommendation for promotion to the Board of Trustees. The Board retains the ultimate responsibility for approving promotion.

ARTICLE 3

3.0 Union Rights

3.01 Freedom of Expression

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

3.02 Faculty Relations

It is understood and agreed that all functions of the Union shall be performed by Union members on the employee's own time and not the College working time. Any exception to this shall be arranged with and approved by the employee's immediate supervisor.

3.1 Access to Facilities

The U.F.F and its representatives shall have the right to use College facilities for monthly executive Board meetings and one general membership meeting per term upon advance request and when available.

3.11 Access to Bulletin Boards

The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.

3.12 Access to College Mail Services

The Union shall have the right to use the College mail service, including Faculty mail boxes, for U.F.F communications to employees, provided documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College normal mail operation will first be performed in cases where an overload occurs as a result of said U.F.F mail use requests.

3.13 Access to Duplicating

The U.F.F agrees to purchase and use an auditron for any duplication of material done on College duplicating equipment. The College will bill U.F.F for any material duplicated on College equipment at a rate of $.035 per page. It is understood by the parties that the needs of the College will have priority in the use of duplicating equipment.

3.2 Membership Roster

The Board will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union at the start of Term I, Term II and Term III.

3.3 Dues Deduction

3.31 Deduction Authorization

Any employee covered hereunder, who has submitted a properly executed written dues authorization card or statement to the College President and/or his designee, may have his initiation fees and membership dues in the Union deducted from his wages. Dues shall be deducted each pay period of each month and shall thereafter be transmitted to the Union. However, the College shall have no responsibility or any liability for any monies once sent to the Union, nor shall the College have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the College harmless for non-intentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions. It shall be the responsibility of the Union to notify the College of any change in the amount of dues to be deducted at least sixty (60) days in advance of such deductions. Under no circumstances shall the College be required to deduct employee's organizational fines, penalties or assessments from the wages of any member.

3.32 Termination of Deduction

The Board's responsibility for deducting dues and uniform assessments from an employee's salary shall terminate automatically after either: (1) thirty (30) days written notice from the employee to the Board and to the Union revoking the employee's prior check-off authorization, pursuant to Florida Statute Chapter 447.303 or (2) cessation of the authorizing employee's employment or (3) the transfer or promotion of the authorizing employee out of the bargaining unit.

3.4 Access to Information

The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes, Chapter 119.

3.41 Board Packets

The College agrees to supply the Union President with a copy of the Board Packet as furnished to other recipients of the Board Packet.

3.42 Policy Manuals

One set of Board of Trustees Policies, Procedures and Guidelines manuals shall be provided to the Union President.

3.5 Policy Changes

If the Board adopts any change in College policy which affects the wages, hours or conditions of employment of the faculty, such changes will be bargained at the request of the Union prior to implementation.

ARTICLE 4

4.0 Management Rights

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of the collective bargaining agreement.

4.1 Strikes

The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by the employees covered by this Agreement while this Agreement is in effect.

Any employee who participates in or endorses a strike, a work stoppage, picketing or concerted failure or refusal to perform assigned work, may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain exparte immediate injunctive relief, provided within twenty-four (24) hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether or not it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or to continue work. Informational picketing, which does not have the effect of preventing or restraining any other employee from continuing to work, is permitted under this Article.

ARTICLE 5

5.0 Faculty Compensation

5.01 Salary Compensation

The Board agrees to increase the base annual salary of each member of the bargaining unit employed prior to the 1987-88 academic year by nine percent (9%) over the salary currently in effect for each member of the bargaining unit.

This salary increase shall be fully retroactive to the start of Term I of the 1987-88 academic year for those on 196-day contracts and to July 1, 1987 for those on 12-month contracts.

Minimum salaries for each rank are:

Rank III	$21,000
Rank II	24,000
Rank I	27,500

The salary range maximums are:

Rank I	$43,600
Rank II	39,250
Rank III	34,900

5.02 Initial Salary and Credential Change Awards

The Board and the Union recognize the value of continuing educational experience. In recognition of this, the credential change award program has been established to encourage Faculty members to continue their education.

Credential change compensation awards and changes in rank will become effective at the beginning of the major term following the completion of the course work. Major term is defined as Term I, Term II, or Term III, but not the mini-terms contained within Terms I, II, and III.

Credential change awards shall be in effect as long as a Faculty member maintains current certification.

The following provisions govern the credential change program:

1. Only full-time tenure track Faculty members are eligible for credential change awards.

5.02 Initial Salary & Credential Change Awards (Continued)

2. To be eligible for credential change credit, the hours taken must meet at least one of the following criteria:

   a. Graduate semester hours in the assigned teaching field.

   b. Graduate semester hours in related fields, subject to prior approval at departmental and other levels through the Vice President of Academic Affairs.

   c. Subject to prior approval at the departmental and other levels through the Vice President of Academic Affairs, some under-graduate courses at the third or fourth year level may be counted if certified as being necessary to the completion of a specific teaching assignment as determined by the appropriate Dean of Academic Affairs in association with departmental administrators.

3. In the technical discipline areas, a work experience program will count for a Rank III+18 award. This experience credit shall be set at a maximum of six (6) hours to be earned in a twelve (12) week planned work program which must receive prior approval of the respective Department Head, Dean of Academic Affairs, and the Vice President for Academic Affairs. Within each seven (7) year period from the date of qualifying for it, the Faculty member must engage in a planned work experience of not fewer than six weeks which must receive prior approval as is the case for the initial award.

4. The initial salary will take into consideration the educational background of the Faculty member. Any course work to be counted toward a credential change award must be approved by the Academic Dean and the Vice President for Academic Affairs. The maximum number of education hours does not apply in the technical areas.

5. The fifteen (15) hour award and the thirty (30) hour award are fixed at $433 and $865 respectively, and shall continue at these regularly stipulated amounts for the terms of the awards.

6. Courses taken may be used to qualify for a credential change and also to renew certification. The hours must be certified by and all documentation filed in the Human Resource Management and Development Office during the term in which the award becomes effective. For each of these classification ranks, the maximum number of semester hours of education courses shall be as set forth below:

   Rank II + 12 hours = 4 semester hours of education
   Rank II + 24 hours = 9 semester hours of education
   Rank II = 36 hours = 14 semester hours of education
   Rank II = 48 hours = 18 semester hours of education

5.02 Initial Salary & Credential Change Awards (Continued)

The maximum number of education hours does not apply in the technical areas.

Faculty members presently holding or subsequently granted post masters degrees such as Ed.S. degree would qualify for Rank II+48 hours.

A change in credentials will result in an increase in the Faculty member's annual compensation as shown below:

Rank III to Rank III + 12	$ 550
Rank III + 12 to Rank III + 18	220
Rank III to Rank III + 18	770
Rank II to Rank II + 12	550
Rank II + 12 to Rank II + 24	550
Rank II + 24 to Rank II + 36	550
Rank II + 36 to Rank II + 48	550
Rank II to Rank II + 24	1,100
Rank II to Rank II + 36	1,650
Rank II to Rank II + 48	2,200

Changes in rank will result in the following changes:

Rank III to Rank II	$ 3,000
Rank III + 12 to Rank II	2,500
Rank III + 18 to Rank II	2,280
Rank III to Rank I	6,500
Rank III + 12 to Rank I	6,000
Rank III + 18 to Rank I	5,780
Rank II to Rank I	3,500
Rank II + 12 to Rank I	2,950
Rank II + 24 to Rank I	2,400
Rank II + 36 to Rank I	1,850
Rank II + 48 to Rank I	1,300

5.03 Substitute Pay

When a bargaining unit member substitutes in a class he/she will be paid at the following rate:

Rank I	$16.35 per clock hour
Rank II + 48	14.40 per clock hour
Rank II	12.70 Per clock hour
Rank III	11.55 per clock hour

Substitute teaching in the same class in excess of two weeks shall be paid at the extra pay teaching assignment rate effective the third week of substitution.

5.04 Pay Dates

Faculty shall receive 26 pay checks commencing with the second Wednesday after the start of their contract year. The checks shall be distributed every second Wednesday, except that faculty shall receive the checks for the dates between Terms II and I in which they are not on duty on the last full duty day of Term II.

5.05 11 and 12-Month Contracts

Faculty members employed on an 11-month contract shall receive an additional 10% of their base ten-month salary. Faculty members employed on a twelve-month contract shall receive an additional 20% of their base ten-month salary.

5.1 Extra Pay Teaching Assignments

5.11 Lecture Courses

Full time Faculty members who voluntarily agree to teach a three-credit hour course in addition to their regular hours will be compensated as follows:

Rank I	$ 1,155
Rank II + 48	1,050
Rank II	945
Rank III	840

5.12 Pro-Rated Payment

Courses not having three credit hours will be paid on a pro-rated basis using the above salary as a guideline, except as noted in 5.14 below.

5.13 Course Load Limit

Faculty members may have one extra-pay teaching assignment per term or combination of classes not to exceed 4.5 adjusted credit hours per term. In the Health Science Education area, a Faculty member may teach either two mini term clinical courses or one full-term course. Applied Music Faculty may teach six one-hour/two-credit courses or 12 one-half-hour/one-credit courses or a combination of the two, not to exceed six contact hours.

5.14 Clock Hour Pay

Faculty members in the following areas will be paid at a clock hour rate as follows:

Applied Music	
Rank III	$11.60
Rank II	14.50
Rank II + 48	16.65
Rank I	18.60

Studio Art	
Rank III	$12.40
Rank II	15.25
Rank II + 48	16.95
Rank I	18.60

HPRD, Labs & Health Science Education	
Rank III	$15.30
Rank II	18.30
Rank II + 48	20.70
Rank I	22.65

5.15 Credit Banking

The College and a Faculty member, by mutual agreement consistent with Florida Statutes, may designate that a teaching assignment in addition to a normal load in Term I or II will be used to reduce the Faculty member's summer teaching obligations not to exceed three (3) credit hours.

5.16 Overloads

Faculty members who are requested by the College to teach a class above the normal load will be compensated as follows:

A. Semester hour - one-twelfth (1/12) of the base annual salary for each three semester hours overload.
B. Extra Contact hour - one-fiftieth (1/50) of the base annual salary for each contact hour overload for the term.

5.17 Second Summer Term

Full-time Faculty requested by the College to teach a second summer term shall be employed at a rate of pay equal to 1/12 of the Faculty member's base annual salary for each three credit hour class taught. Faculty members who volunteer to teach a second summer term under an extra-pay teaching assignment shall be paid at the extra-pay teaching assignment rate. Faculty in Health Science Education Clinics shall be paid at the rate specified in Article 5.14.

Preference for assignment for vacancies for extra-pay teaching assignments shall be given to unit members consistent with the needs of the College. The reference "needs of the College" includes:

5.17 Second Summer Term (Continued)

1. The qualifications of the applicant.
2. Recency of teaching experience in the subject field.
3. The number of available positions and courses in the subject field.

5.18 SPD Reassignments

In the event a Staff and Program Development project is the equivalent of a reassigned teaching assignment and it is over and above the normal load of the Faculty member, the Faculty member will be reimbursed at the Extra-Pay Teaching Assignment rate contained in Article 5.1.

5.19 Extra-pay Teaching Assignment Substitutes

Faculty who are unable to attend an extra-pay teaching assignment will be required to provide a qualified substitute approved by the Department Head or request the Department Head to obtain a substitute. In extra-pay teaching assignment situations where the Faculty member provides the substitute, he/she is responsible for the method of compensation. In instances where the Department Head provides the substitute, the College will pay the substitute and the teacher of record will have his/her salary reduced by the number of teaching hours missed. In cases where no substitute is provided, the Faculty member will have his/her salary reduced by the number of teaching hours missed.

5.191 Conflict of Assignments

The Administration agrees that it will not reduce a Faculty member's compensation when the Faculty member misses a class when sent by the College on an approved temporary duty assignment.

5.2 Tuition Reimbursement

The College shall reimburse members of the unit for the cost of tuition and laboratory fees for job-related credit courses not to exceed a total of twenty-two thousand dollars. In order to be eligible for reimbursement, the Faculty member must receive approval by the campus Dean of Academic Affairs and the Vice President for Academic Affairs prior to the Faculty member's enrollment. The Dean for Student Affairs and the Vice President for Student Affairs will approve reimbursement for Counselors. The Director of Libraries and the Vice President for Academic Affairs will approve reimbursement for Librarians.

(Continued)

5.2 Tuition Reimbursement (Continued)

The maximum amount of tuition reimbursement per course will be up to the graduate in-state tuition in the State University System. A Faculty member may not be reimbursed for more than two courses during an academic term. A Faculty member on sabbatical leave is not eligible for tuition reimbursement. The recipient of any tuition reimbursement shall sign a promissory note, upon completion of the course, to the College to repay these funds if the recipient leaves the College within one year.

5.21 Free Tuition for Faculty, Spouses and Children

The Board shall permit full-time personnel who have been employed for at least six months at the College and meet College admission requirements, and their dependents as defined by the Internal Revenue Service, to enroll in a maximum of 6 credit hours or equivalent hours per term without payment of matriculation or tuition fees. Each dependent under this clause will be limited to a total number of hours of the chosen degree program, not to exceed 80 credit hours plus remedial coursework.

5.3 Terminal Leave Pay

In the event of death or retirement under a retirement system administered by the State of Florida, the Board will provide terminal leave pay. Such terminal leave pay starting with the tenth year shall equal the daily rate of pay of the employee at the time of retirement or death multiplied by 50 percent of the total number of accumulated sick leave days accredited to the employee at the time of retirement or death. During the next twenty years of service, the daily rate of pay of the employee at the time of retirement or death shall be multiplied by 50 percent plus an additional 2.5 percent per year for each year of service beyond 10 years, times the total number of accumulated sick leave days accredited to the employee at the time of retirement or death.

If the employee is terminated by death during the first nine (9) years of service, the terms expressed in College ——— Policy 6Hx2-3.25 will govern such terminal leave pay. If termination is by death of the employee, any terminal leave pay to which the employee may have been entitled shall be made to his designated beneficiary or estate.

If an employee retires and receives terminal leave pay based on unused sick leave credit, all unused sick leave credit shall become invalid. If the employee retires without receiving terminal leave pay benefits and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

5.31 Tax-sheltered Annuities at Retirement

The College will pay terminal leave pay at retirement directly to a previously-approved tax-sheltered annuity program, at the request of the retiree and consistent with appropriate laws and regulations.

5.32 Direct Deposit

The College will provide for direct deposit of paychecks to the Broward Schools Credit Union at the Faculty member's option as soon as feasible.

5.40 Fringe Benefits

5.41 Group Life Insurance

The College will pay the premium for group life insurance for bargaining unit members at the amount of the member's base annual salary rounded off to the next higher $1000, with a maximum of $30,000.

Bargaining unit members have the option of purchasing additional term life insurance equivalent to the amount provided by the College with a maximum of $30,000. Permanent group ordinary life insurance may be purchased by a faculty member through payroll deduction.

5.42 Health Insurance

The health insurance plan will not include "first dollar" benefits, but will be based on a percentage payment of reasonable and customary charges. After the employee fulfills the co-payment obligation (stop loss), the plan will pay one hundred percent (100%) of the reasonable and customary charges.

Bargaining unit members may elect to cover their dependents with the full cost of such coverage paid by the bargaining unit member.

All bargaining unit members will have a choice of one of two health maintenance organizations or the health insurance plan which will include a preferred provider organization option.

The disability and dental insurance programs will be continued on the current basis for the contract period.

5.43 Insurance Committee

The President of the United Faculty of Florida/Broward Community College shall appoint the Faculty members to the existing College Insurance Committee.

5.5 Supplements

Supplements for unit members will be paid in accordance to the schedule shown in Appendix B.

5.6 Vacation Leave

Personnel employed on a twelve-month employment calendar are permitted vacation leave, exclusive of College holidays and Saturdays and Sundays, at the following rates:

A. One (1) day for each month delete [redacted] of full-time service up to five (5) years with Broward Community College - 12 days maximum per year.

B. One and one-fourth (1 and 1/4) days for each month of full-time service from five (5) years to ten (10) years of service at Broward Community College - 15 days maximum per year.

C. One and one-half (1 and 1/2) days for each month of service over ten (10) years with Broward Community College - 18 days maximum per year.

D. Full-time service at any other Florida community college will be counted as service at Broward Community College for the purpose of determining vacation leave accruals.

Such vacation leave may be accumulated up to a maximum of forty-four (44) working days, but such vacation time shall be so scheduled that there will be a minimum disruption of the operation of the College. Annual leave credits earned in excess of forty-four (44) days in any calendar year shall be used in that calendar year or shall be forfeited on December 31. If employed prior to the 16th of the month, a bargaining unit member shall receive credit for earned vacation time for that month. Employees may receive pay for accumulated earned vacation days not to exceed an amount equal to thirty (30) days at termination or resignation. In the case of the death of the employee, payment of his unused annual leave at the time of death shall be made payable to the employee's beneficiary, estate, or as provided by law.

ARTICLE 6

6.0 Work Conditions

6.1 Sabbatical Policy

Sabbaticals shall be granted to tenured Faculty members for either guided professional development/growth or for expanding the teaching area of the Faculty member. The term "guided" shall mean:

A. Proof of acceptance into a formal program of study in the Faculty member's professional area or a related area by an accredited institution.

B. The presentation of an abstract of the writing project which includes:

  (1) The relationship of the project to the Faculty member's professional area.

  (2) The efforts made to identify a market for the product.

C. A narrative description of the itinerary which designates those activities directly applicable to the Faculty member's professional area.

6.11 Number of Sabbaticals

The number of sabbatical leaves for the bargaining unit shall not exceed four percent of the bargaining unit for each academic year during the term of the contract. Up to three of these sabbaticals may be awarded by the College for the purpose of retraining a Faculty member.

6.12 Sabbatical Selection Criteria

In determining the point totals to be awarded to bargaining unit members who apply for sabbatical leave, no points will be awarded for years of service. Points will be awarded by the Committee as follows:

1. Extended Education Leave:

  a. Initiation or continuation of an advanced degree program in the Faculty member's major or cognate field on a full-time basis - 7 points.

  b. Graduate study in the Faculty member's major or cognate field on a full-time basis - 6 points.

  c. Research or writing with intent to publish - 5 points.

  d. Travel directly related to the applicant's major field - 4 points.

1. Extended Education Leave (Continued)

   d. Items a through d are mutually exclusive.

2. First sabbatical or not having had a sabbatical for at least ten (10) years - 2 points.

3. In case of a question of eligibility resulting from a tie in points, the Sabbatical Leave Committee will make a recommendation based on the following criteria:

   a. The application with the highest primary reason;

   b. In a case of equal reasons, an evaluation based on the application narrative.

6.13 Sabbatical Leave Committee

The President of the Union shall annually nominate five faculty members from whom the President of the College shall choose three to serve on the Sabbatical Leave Committee. The Committee shall recommend persons for sabbatical in a priority order. The Sabbatical Leave Committee shall make its recommendations to the President.

6.20 Yearly Work Load

A full-time Faculty member normally maintains a teaching load of 36 credit hours per contract year, or up to fifty contact hours. This is achieved by teaching a minimum of 15 credit hours, or a minimum of fifteen contact hours, or up to twenty contact hours in Terms I and II, and a minimum of 6 credit hours, or a minimum of six contact hours, or up to 10 contact hours in Term IIIA or IIIB based on a full 16 week semester. Adjustments in these may be made under College policy pursuant to law. Any credit or contact hours that exceed the normal yearly work load, but are necessary to make a full teaching load, will be paid at the extra pay teaching assignment rate.

In classes (laboratories, clinics, studios, etc.) where contact hours exceed credit hours, adjusted credit hours shall be used to determine the normal load. An adjusted credit hour is determined by totaling the number of credit hours per term and contact hours per week based on a full sixteen week semester and dividing by two.

6.3 Professional Conferences

If a Faculty member makes a request for duty leave to attend a professional conference and it is approved, the Faculty member will be reimbursed to the extent allowable by law for expenses incurred, subject to the availability of funds.

6.4 Faculty Support of College Activities and Graduation Attendance

The Faculty and the Board agree that one-half of the teaching Faculty will attend graduation ceremonies at the conclusion of Term I and one-half of the teaching Faculty will attend graduation at the con-clusion of Term II.

Librarians and counselors who are required by the appropriate administrative authority to fulfill their assigned duty hours at their assigned location will be exempt from the required graduation attendance. Librarians and counselors who are exempted are encouraged to attend the ceremonies.

6.5 Annual Faculty Evaluation

Faculty shall be evaluated at least once annually and they shall be advised of the academic term during which such annual evaluation will be made.

The purposes of evaluation are:

a. To promote the highest quality instruction (teaching/learning).

b. To encourage the highest quality performance by Faculty.

c. To encourage professional growth and development of Faculty.

d. To evaluate Faculty job performance.

The evaluation shall be based upon data obtained from the Faculty member's self-evaluation, student evaluations, classroom visitation (if applicable and required of non-tenured Faculty), and general knowledge of the instructor.

The Faculty member, if assigned teaching duties, shall be notified at least one week in advance of the date and duration of any direct classroom observation or visitation made in connection with the Faculty member's annual evaluation. Such observation or visitation shall occur when the Faculty member is performing regular teaching duties.

The evaluation shall be in writing and the Faculty member shall be provided the opportunity to discuss the evaluation with the evaluator prior to it being forwarded through administrative channels to the confidential portion of the Faculty member's personnel file.

The evaluation shall be signed by the person performing the evaluation and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be given to the Faculty member.

Article 6.5 Annual Faculty Evaluation (Continued)

The person responsible for supervising and evaluating a Faculty member shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty member's annual evaluation by prescribing a developmental plan.

A Faculty member who receives an unsatisfactory evaluation may seek review of that evaluation pursuant to College Policy #6HX2-4.15. The decision of the reviewing authority shall not be subject to challenge under the grievance procedure of this collective bargaining agreement.

Nothing herein shall be construed to prevent an employee from challenging an evaluation in a disciplinary proceeding if such evaluation is used to support disciplinary action.

6.6 Recertification Committee

The College and the United Faculty of Florida will form a joint committee to study recertification of Faculty members. The Committee will consist of three members appointed by the President of the College, and three members appointed by the President of the UFF/BCC.

The Committee will present draft recommendations at a scheduled faculty meeting. The Committee will then present its final recommendation for recertification procedures to the College and the UFF bargaining teams prior to the close of Term II of the 1987-88 academic year.

ARTICLE 7

7.0 General Provisions

7.1 Severability

If any paragraph, clause, sentence, Article or other part of this Agreement is ruled to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Agreement which shall remain in full force and effect.

7.1 Consultations

Representatives of the College and the UFF negotiation teams will meet monthly during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss. Such meeting may be cancelled by mutual consent. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the agreement shall be subject to ratification by the Board of Trustees and the Faculty, the same as this Agreement.

7.3 Academic Calendar

The calendar and work days for 1987-88 are contained in Appendix C-1.

The 1988-89 calendar and work days shall be the subject of consultation as outlined in Article 7.1.

ARTICLE 8

8.0 Term of Agreement

This Agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board of Trustees. The Agreement shall remain in full force and effect through the last full day of the 1988-89 academic year with the exception that, on the matter of compensation and two other issues chosen by each party, the contract shall be reopened for negotiations. Such negotiations may be requested no earlier than April 1, 1988 and, upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

Negotiations for a successor agreement may be requested no earlier than April 1, 1989, and upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

8.1 Contract Distribution

The Union will receive 400 copies of this Agreement for distribution. Management will receive 200 copies.

This Agreement ratified by the UFF on ______________________.

This Agreement ratified by the Board of Trustees on ______________.

Broward Community College	United Faculty of Florida
	Maureen S. Dinnen
Chairman of the Board	President
Willis Holcombe	
President	Vice President

Appendix A-1

Notice of Grievance Submission

Grievance Number: ______________________________

Grievant Name: ______________________________

Grievance Representative: ______________________________

Date: ______________

IN ACCORDANCE WITH THE PROVISIONS OF THE UFF-BCC COLLECTIVE BARGAINING AGREEMENT, AND UNDER THE CONDITIONS THEREIN SPECIFIED, THE ABOVE GRIEVANCE IS HEREBY FILED ON THIS DATE AT STEP _____, WITH ______________________ AS THE GRIEVANT'S IMMEDIATE SUPERVISOR.

____
Signature of Grievant

____
Signature of Grievance Representative

Appendix A-2

Grievance Form

Name: ____________________

Office Location: ____________________

Campus: ______________ Phone: __________

Provisions of Agreement Violated: Article(s) and Section(s):

____

____

____

Statement of Grievance (include date of acts or omissions complained of):

Remedy Sought:

Grievant's Signature: ____________________

Date Submitted: ____________________

Uff Grievance Representative's Signature: ____________________
(If UFF is representing the grievant, a UFF grievance representative will sign here).

Appendix B-1

BROWARD COMMUNITY COLLEGE
SUPPLEMENT SALARY SCHEDULE
1987 - 1988

103	Soccer Coach (1)	$1540
104	Golf Coach (Women)	1540
105	Golf Coach (Men)	1540
106	International Student Coordinator 2 Reassigned classes	3300
107	Forensics Coach	1980
108	Swimming Coach (Coed)	1540
109	Advisor for the Speakers' Bureau	3000
110	Planetarium Director	1500
111	Diving Coach (Coed)	880
112	Scorekeeper (3)	12/game(15 games)
113	Timekeeper (3)	12/game(15 games)
114	Director Jazz Band	1375
115	Israel Program Coordinator	1500
116	Spain Program Coordinator	1250
117	Weekend College Coordinator	2500
118		
119		
120	Assistant Athletic Director (2)	3080
121	Basketball Coach (1)	2695
122	Assistant Basketball Coach (2)	1540
123	Baseball Coach (1)	2640
124	Assistant Baseball Coach (1)	1540
125	Tennis Coach (Men) (1)	1540
126	Tennis Coach (Women) (1)	1540
127	Business Seminar Workshop Leader*	35 per hour
128		
129		
130		
131	Intra/Extramural (League & Tournament Director)	2475
132	Athletic Trainer (2)	2200
133	Volleyball Coach (Women) (1)	1540
134	Basketball Coach (Women) (1)	2695
135	Drama Coach (Central)	2255
136		
137		
138	Newspaper (Phoenix)	2255
139	Director, Special College Ensemble	1320
140	Softball Coach (1)	1540
141	Drama Coach (South)	1375
142	Publication Coordinator	2255
143	Publication Advisor (3)	1155
144		
145		
146	Career Services Coordinator (Central)	2365
147	Career Services Coordinator (North)	2365
148	Career Services Coordinator (South)	2365

* Full Time Staff Only

Brain Bowl Advisor	$1430
Intra/Extramural (Lifetime & Leisure Coordinator	1430
Newspaper (Polaris)	1540
Intra/Extramurals (Recreation)	935
Newspaper (New Horizons)	1540

Appendix C-1

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM I, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August				20	21		2	0	2
1	24	25	26	27	28	X	5	5	5
2	31						1	1	1
September									
2		1	2	3	4		4	4	4
3	7*	8	9	10	11	X	4	4	4
4	14	15	16	17	18	X	5	5	5
5	21	22	23	24+	25	X	4	4	4
6	28	29	30				3	3	3
October									
6				1	2	X	2	2	2
7	5	6	7	8	9	X	5	5	5
8	12	13	14	15	16	X	5	5	5
9	19	20	21	22	23	X	5	5	5
10	26	27	28	29	30	X	5	4	5
November									
11	2	3	4	5	6	X	5	5	5
12	9	10	11++	12	13	X	4	4	4
13	16	17	18	19	20	X	5	5	5
14	23	24	25	26**	27**		3	3	3
15	30						1	1	1
December									
15		1	2	3	4	X	4	4	4
16	7	8	9	10	11	X	5	5	5
17	14	15	16	17	18+++		5	5	5
							82	79	82

August 20-21, October 27, 1987 - Duty Days, not teaching
* September 7, 1987 - Labor Day Holiday
+ September 24, 1987 - Fall Holiday
++ November 11, 1987 - Veterans' Day Holiday
** November 26-27, 1987 - Thanksgiving Holidays
+++ December 18, 1987 - Graduation Day

Final examination week: December 14-18, 1987. Saturday classes will have examinations on December 12, 1987. Friday evening classes will have exams on December 11, 1987.
Evening classes will not be held on November 25, 1987.
Saturday classes will not be held on September 5th and November 28, 1987.

Teaching days by number for both day and evening exclusive of final examinations are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	15	15	15	14	15	13
Evening	15	15	14	14	14	

There are 82 duty days and, of these three are not class or teaching days - August 20 - 21, October 27, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August				20	21		2	0	2
1	24	25	26	27	28	X	5	5	5
2	31						1	1	1
September									
2		1	2	3	4		4	4	4
3	7*	8	9	10	11	X	4	4	4
4	14	15	16	17	18	X	5	5	5
5	21	22	23	24+	25	X	4	4	4
6	28	29	30				3	3	3
October									
6				1	2	X	2	2	2
7	5	6	7	8	9	X	5	5	5
8	12	13	14	15	16	X	5	5	5
9	19	20					2	2	2
							42	40	42

August 20-21, 1987 - Duty Days, not teaching
* September 7, 1987 - Labor Day Holiday
+ September 24, 1987 - Fall Holiday

Each class meets six hours per week. The last class meeting is for final examinations.
Saturday classes will not meet September 5, 1987.
Saturday classes will have final examinations on October 17, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
October									
1			21	22	23	X	3	3	3
2	26	27	28	29	30	X	5	4	5
November									
3	2	3	4	5	6	X	5	5	5
4	9	10	11*	12	13	X	4	4	4
5	16	17	18	19	20	X	5	5	5
6	23	24	25	26+	27+		3	3	3
7	30						1	1	1
December									
7		1	2	3	4	X	4	4	4
8	7	8	9	10	11	X	5	5	5
9	14	15	16	17	18		5	5	5
							40	39	40

	October	27, 1987	Duty Day, not teaching
*	November	11, 1987	Veterans' Day Holiday
+	November 26 &	27, 1987	Thanksgiving Holidays

Each class meets six hours per week. The last class meeting is for final examinations.

Saturday classes will have final examinations on December 12, 1987.

Saturday classes will not meet November 28, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM II, 1987 - 1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1		5	6	7	8	X	4	3	4
2	11	12	13	14	15		5	5	5
3	18*	19	20	21	22	X	4	4	4
4	25	26	27	28	29	X	5	5	5
February									
5	1	2	3	4	5	X	5	5	5
6	8	9	10	11	12	X	5	5	5
7	15	16	17	18	19	X	5	5	5
8	22	23	24	25	26	X	5	5	5
9	29						1	1	1
March									
9		1	2	3	4	X	4	4	4
10	7	8	9	10	11	X	5	5	5
11	14	15	16	17	18	X	5	5	5
12	21	22	23	24	25	X	5	5	5
13	28+	29+	30+	31+			0	0	0
April									
13					1+		0	0	0
14	4	5	6	7	8	X	5	5	5
15	11	12	13	14	15	X	5	5	5
16	18	19	20	21	22	X	5	5	5
17	25	26	27	28	29	X	5	5	5
May									
18	2	3	4	5++			4	3	4
							82	80	82

* January 18, 1988 - Martin Luther King's Birthday Holiday
+ March 28 to April 1, 1988 - Spring Holiday
++ Graduation Day

Saturday classes will not be held on January 16 and April 2, 1988. Saturday classes will have final examinations April 30, 1988. Final exam week: April 28 - May 4, 1988.

Teaching days by number for both day and evening classes, exclusive of final examination week, are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	14	15	16	15	15	15
Evening	14	15	16	15	15	

There are 82 duty days and, of these, two are not teaching days - January 5 and May 5, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1		5	6	7	8	X	4	3	4
2	11	12	13	14	15		5	5	5
3	18+	19	20	21	22	X	4	4	4
4	25	26	27	28	29	X	5	5	5
February									
5	1	2	3	4	5	X	5	5	5
6	8	9	10	11	12	X	5	5	5
7	15	16	17	18	19	X	5	5	5
8	22	23	24	25	26	X	5	5	5
9	29						1	1	1
March									
9		1	2	3	4		4	4	4
							42	42	42

* January 18, 1988 - Martin Luther King's Birthday Holiday

Each class meets for six hours per week. The last class period is for final examinations.

Saturday classes will not be held on January 16, 1988.

Saturday classes will have final examinations on February 27, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
March									
1	7	8	9	10	11	X	5	5	5
2	14	15	16	17	18	X	5	5	5
3	21	22	23	24	25	X	5	5	5
4	28*	29*	30*	31*			0	0	0
April									
4					1*		0	0	0
5	4	5	6	7	8	X	5	5	5
6	11	12	13	14	15	X	5	5	5
7	18	19	20	21	22	X	5	5	5
8	25	26	27	28	29	X	5	5	5
May									
9	2	3	4	5+			4	3	4
							39	38	39

* March 28, 29,30, 31 and April 1, 1988 - Spring Holiday
+ Graduation Day

Each class meets for six hours per week. The last class period is for final examinations.

Saturday classes will not be held on April 2, 1988.

Saturday classes will have final examinations on April 30, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM III, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1	9	10	11	12	13	X	5	5	5
2	16	17	18	19	20	X	5	5	5
3	23	24	25	26	27		5	5	5
4	30*	31					1	1	1
June									
4			1	2	3	X	3	3	3
5	6	7	8	9	10	X	5	5	5
6	13	14	15	16	17	X	5	5	5
7	20	21	22+	23	24	X	5	4	5
8	27	28	29	30			4	4	4
July									
8					1		1	1	1
9	4**	5	6	7	8	X	4	4	4
10	11	12	13	14	15	X	5	5	5
11	18	19	20	21	22	X	5	5	5
12	25	26	27	28	29	X	5	5	5
August									
13	1	2	3	4	5		5	5	5
							63	62	63

* May 30, 1988 - Memorial Day Holiday
+ June 22, 1988 - Duty day, non-teaching
** July 4, 1988 - Independence Day Holiday

Final examinations week: August 1 through 5, 1988.
Examinations for Saturday classes will be on July 30, 1988.
Saturday classes will not be held on May 28 and July 2, 1988.

Teaching days for both day and evening classes, exclusive of examination week, are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	10	12	11	12	12	9
Evening	10	12	11	12	12	

There are 63 duty days and, of these, one is not a teaching day - June 22, 1988.

Class schedule must provide for a minimum of 45 hours of instruction for each three credit hour course.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIIA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1	9	10	11	12	13	X	5	5	5
2	16	17	18	19	20	X	5	5	5
3	23	24	25	26	27		5	5	5
4	30*	31					1	1	1
June									
4			1	2	3	X	3	3	3
5	6	7	8	9	10	X	5	5	5
6	13	14	15	16	17	X	5	5	5
7	20	21	22+				3	2	3
							32	31	32

* May 30, 1988 - Memorial Day Holiday
+ June 22, 1988 - Duty Day - non teaching

Final examinations for day and evening classes will be held the last class meeting.
Saturday classes will not be held on May 28, 1988.
Saturday classes will have final examinations on June 18, 1988.

Teaching days by number for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	6	7	6	6	6	5
Evening	6	7	6	6	6	

Alternate Friday classes are divided as follows:
Monday and Wednesday classes will meet on May 13, 27 and June 10, 1988.
Tuesday and Thursday classes will meet on May 20, June 3 and 17, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIIB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
June									
1			22*	23	24	X	3	2	3
2	27	28	29	30			4	4	4
July									
2					1		1	1	1
3	4+	5	6	7	8	X	4	4	4
4	11	12	13	14	15	X	5	5	5
5	18	19	20	21	22	X	5	5	5
6	25	26	27	28	29	X	5	5	5
August									
7	1	2	3	4	5		5	5	5
							32	31	32

* June 22, 1988 - Duty day, non-teaching
+ July 4, 1988 - Independence Day Holiday

Final examinations for both day and evening classes will be held the last class meeting.

Saturday classes will not be held on July 2, 1988.
Saturday classes will have final examinations on July 30, 1988.

Teaching days by number for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	5	6	6	7	7	5
Evening	5	6	6	7	7	

Alternate Friday classes are divided as follows:

Monday and Wednesday classes will meet on June 24, July 8, 22 and August 5, 1988.
Tuesday and Thursday classes will meet on July 1, 15 and 29, 1988.

AGREEMENT BETWEEN
DISTRICT BOARD OF TRUSTEES
CHIPOLA JUNIOR COLLEGE
AND
CHIPOLA FACULTY ASSOCIATION
1987-1989

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EXPLANATORY NOTE

The following agreement reflects certain portions which have been underlined or stricken. These insertions are typographically made for the purpose of reflecting changes made in the previously effective agreement between the parties, with the underlined portions reflecting additions and the stricken portions reflecting deletions. These typographical notations are for informational purposes only. The parties agreed that all provisions not stricken constitute the agreement of the parties.

ARTICLE I

RECOGNITION

The public Employer recognizes the Association as an employee organization and the exclusive bargaining agent for all full-time faculty which includes instructors, counselors, and librarians hereinafter collectively referred to as faculty.

The Public Employer will not, during the life of the Agreement, negotiate or make any agreement with any member of the Bargaining Unit contrary to the provisions of this Agreement.

ARTICLE II

GENERAL PROVISIONS

(2.1) Nondiscrimination

The parties agree that they shall abide by all Federal and State laws concerning discrimination.

Neither the Public employer nor the Association shall discriminate against any faculty member for membership or non-membership in the Association.

(2.2) Waiver Clause

Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

(2.3) Controlling Clause

The parties agree that this Agreement will supersede any Rules of the Public Employer which are addressed by this Agreement.

(2.4) Savings Clause

If any provision of this Agreement or any application of this Agreement to any faculty is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect until termination of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS

(3.1) Unit Integrity

The parties agree that no managerial duties as defined in Florida Statute 447.203 (4) will be added to the job descriptions of faculty members for the duration of this Agreement.

The parties agree that should positions or titles not currently being used be created by the Public Employer during the duration of this Agreement, the Public Employer shall use the criteria as set forth in Florida Statute 447.203 for determining its inclusion or exclusion in the bargaining unit. Should the Association disagree with the classification of the new position or title made by the Public Employer, the Association may file a petition for Clarification of Bargaining Unit as provided by Public Employee Relations Commission Rules and Regulations.

(3.2) Facilitation of Faculty Relations

Assigned duty hours for faculty are for the express purpose of carrying on instructionally related activities. However, the parties agree that the President of the Association or his/her designee shall be assigned no teaching duties from 2:30 P.M. through 3:30 P.M. daily, Monday, Tuesday, and Thursday, except for final examinations, for the purpose of engaging in activities directly relating to grievance proceedings or other Association business related to this Agreement. Office hours of the President of the Association or his/her designee may be scheduled during the same time period referred to above. Emergency situations on campus which require the attention of the President of the Association or his/her designee during hours other than from 2:30 to 3:30 P.M. on the days mentioned above may be handled, provided the approval of the appropriate immediate administrative supervisor is secured and no more than two hours per week, noncumulative, is involved. Actual time involved is attendance at formal grievance hearings shall be excluded from the above two hours.

Personal or emergency leave as defined elsewhere in this Agreement must be approved when the President of the Association or other unit members conduct Association business off-campus during assigned duty hours.

(3.3) Access to Unit Members

The parties agree that space for one bulletin board not to exceed 6 square feet in size will be provided by the Public Employer for the exclusive use of the Association. The bulletin board may be placed at a location designated by the Association and approved by the Chief Executive Officer. All material posted must bear the signature of the President of the Association or his/her designee.

It is agreed that the faculty meetings called by the Chief Executive Officer or designee during duty hours of the faculty will be for such purposes as the Chief Executive Officer may prescribe. However, the Association President or designee shall be granted the time during the faculty meeting to announce the time and location of Association meetings.

(3.4) Access to Information

The Public Employer agrees to make available to the Association at reasonable times during duty hours of the office maintaining records, and in response to a proper written request to the Chief Executive Officer, documentary information in the form already existent and other information legally available to any Florida citizen in accordance with Florida Statute 119. The Association agrees to pay to the Public Employer the cost of reproduction plus actual labor costs for materials furnished, except that no labor charges will be made of existent documents. The Association will be allowed to examine legally available documents in the office maintaining the records and, where feasible, to make its own copies without charge by the Public Employer.

(3.5) Mail Service

The parties agree that the Association may use the college's internal mail distribution system, provided that:

A. The mail service is used only for announcements of meetings and other matters of business;

B. The mail service is not used for solicitation of Association membership or for materials defamatory to the Public Employer or its employees; and

C. All mail for faculty members placed in the mail service for delivery must be clearly identified as being from the Association, must be clearly and legibly addressed to the faculty member concerned, and must be distributed to individual faculty members' mail boxes only by the mail room clerk.

(3.6) Member Activities

Association activities on campus with regard to personal contact with individual faculty members shall be confined to Association meetings as outlined elsewhere in this Agreement and personal contacts during the faculty member's lunch hour, and at other times in areas not specifically devoted to the performance of the faculty member's official duties. Areas devoted to the performance of the faculty member's duties are defined as classrooms, laboratories and shops.

(3.7) Association Meetings

The parties agree that the Association shall be permitted to meet on the college campus and to use a meeting place provided:

A. The meetings are scheduled no earlier than 2:30 P.M. except on days when there are no students present (pre and post school days and faculty work days);

B. The meeting place is reserved no less than 24 hours in advance with the Chief Executive Officer or his designee;

C. No college owned equipment or supplies will be utilized, although the Association shall be entitled to utilize the furniture, fixtures and utilities located in the meeting room.

D. The Association shall accept full responsibility for any damage to the physical facilities used; and

E. No faculty member shall fail to meet a class or to perform assigned duties other than office hours in order to attend the Association meetings.

(3.8) Addressing the Board

The Association will be placed on the agenda for the purpose of making announcements at each regular meeting of the District Board of Trustees. The Public Employer further agrees to place in the appropriate category of the agenda for the next meeting of the District Board of Trustees for the purpose of hearing views, matters submitted to the Chief Executive Officer by any member of the faculty provided:

A. The request is submitted in writing at least (7) working days prior to the scheduled meeting;

B. The written request specifies the subject to be discussed;

C. The subject is not one concerning a current grievance, the enforcement or interpretation of any provision of this Agreement, or any matter currently being negotiated.

D. The subject is not one concerning matters of college administration unless it has previously been presented through proper administrative channels to the Chief Executive Officer.

(3.9) The Public Employer agrees to supply the Association President or designee a complete mailout packet as supplied to Board members at the same time they are mailed to said Board members.

(3.10) Dues Deduction

Any faculty member who is a member of the Association, or who has applied for membership may sign and cause to be delivered to the Public Employer as assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization the Public Employer shall deduct such sum as authorized in monthly payment from the faculty member's regular salary check beginning with the salary check received by the faculty member in the month following the date of authorization and continuing through the last check of the contract year.

Such authorization shall continue in effect as long as the Association remains the certified bargaining agent for employees in this unit.Any faculty member may revoke the above authorization by giving the Public Employer and the Association written notice thirty (30) days prior to any payroll submission date. The revocation will be effective on the first payroll submission date after the conclusion of the thirty (30) day notice. The Public Employer agrees to remit dues collected on behalf of the Association not less frequently than monthly. The Association shall indemnify and save harmless the Public Employer from any and all claims, demands, suits, and costs incurred in connection with such claim, demand, or suit resulting from any action taken or omitted by the Public Employer for the purpose of complying with the provisions of this section.

ARTICLE IV

FACULTY RIGHTS

(4.1) Citizenship

The parties agree that faculty are entitled to full rights of citizenship as guaranteed by the U.S. Constitution, the Florida Constitution, and all applicable local, state, and Federal laws.

(4.2) Faculty Personnel Selection

The parties agree that members of the faculty in a discipline area shall be permitted to participate in the selection of new faculty members to the extent that recommendations may be made to the Chief Executive officer for his serious consideration. However, the final selection of the faculty member shall be at the discretion of the Chief Executive Officer.

(4.3) Individual Payroll Deductions

The Public Employer agrees to continue payroll deductions now being made, and in addition the Public Employer agrees to seven other deductions for insurance and annuity programs provided at least five members of the faculty desire the same deductions. Authorization for deductions must be made thirty (30) days prior to the payroll date. All authorizations for deductions or revocations must be in writing and signed by the faculty member. The Public Employer may request an annual reaffirmation of all payroll deductions.

It is agreed that the Public Employer's obligation under this provision is limited to the withholding and remittance of such authorized deductions, and that the individual faculty member shall hold the Public Employer safe and harmless for legitimate errors made in any deduction. The Public Employer shall rectify errors on the paycheck following notification of the error or by separate check if the next payroll is more than five (5) weeks hence.

(4.4) Personnel Records

The parties agree that any faculty member shall have the right, upon request, to examine all materials placed in his/her personnel record in accordance with the applicable Florida Statutes and Rules of the State Board of Education, Section 6A-14.47. All materials in these files shall be handled according to the above statues and rules. Except in those cases arising in normal administrative procedures, the Public Employer shall maintain a record of all such inspections and inform the faculty member that his or her file has been inspected, the nature of the inspection request, and any information released. All materials originating within the College and placed in a faculty member's personnel file shall be available to the faculty member at his/her request for inspection. At the faculty member's request, a copy of any non-confidential document will be provided to him/her at actual cost of reproduction. If the faculty member disagrees with the contents of any material in his/her file which originated within the College, he/she has the right to answer, have his/her answer attached to the original document, and have the answer reviewed by all individuals available at the college who reviewed the original document.

Evaluative materials will not be placed in a faculty member's personnel file unless the faculty member has had an opportunity to review the material. The faculty member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

(4.5) Office Security

The parties agree that the Public Employer will continue to provide office security for faculty members at the present level of service. In addition, the Public Employer, through each division chairman, shall provide a secure room, with access through the division chairman or his designee available for use by a faculty member. Access to a faculty member's desk and office files by the Chief Executive Officer or designee shall be limited to emergency circumstances in which it is necessary for administrators to secure records such as duty schedule forms, grade books, and class rolls at such time as the faculty member is not available.

(4.6) Outside Employment

It is agreed that faculty members shall give first priority to their contractural duties and responsibilities at the college. Faculty members have the right to engage in business interests or other interests as long as such do not interfere with their contractural job responsibilities.

The Chief Executive Officer or designee shall be informed of any outside employment.

No faculty member shall claim to be an official college representative in connection with any outside employment or business interest.

The parties further agree that the faculty member who has outside employment for business interest shall not conduct business or other employment interests during duty hours nor use any college equipment or supplies for such purposes.

(4.7) Consultant Fees

The parties agree that all consultant fees earned by an individual faculty member shall be retained by the faculty member provided he/she was on a duly authorized leave status or outside contract hours when the fees were earned; provided that there shall be no conflict of interest between the employment from which such fees are earned and the faculty member's contractual responsibility to the public employer. If the consulting duties do not pay per diem and travel expenses, per diem and travel may be paid by the Public Employer when recommended by the Chief Executive or his designee. Consultant's fees earned while a faculty member is not on duly authorized leave status shall be the property of the Public Employer unless the faculty member elects to request personal leave without compensation for the time involved in earning the consultant fees. Duly authorized leave mentioned herein shall not include professional leave nor sick leave except emergency or personal leave charged to sick leave.

(4.8) Royalties

It is agreed that faculty may procure copyrights and patents, and receive the royalties resulting therefrom, provided that (1) the idea came from the faculty member, (2) the products were the results of the faculty members independent labors, and (3) the Public Employer was not held responsible for any opinions expressed therein.

If the products were in any way supported by Public Employer funds, personnel, facilities, equipment, or materials, the faculty member shall report to the Chief Executive Officer the faculty member's interest in having the product copyrighted or patented. Within twenty (20) days after receiving such report, the chief Executive Officer will inform the faculty member whether the Public Employer seeks an interest in the copyright or patent. A written contract shall thereafter be negotiated between the Public Employer and the faculty member(s) involved to reflect the interest of both parties. All such agreements shall conform with and satisfy andy pre-existing commitments to outside sponsoring agencies, but the faculty member shall not commit any act which would deprive the Public Employer of any vested interest in the copyright or patent.

(4.9) Legal Counsel

The parties agree that if a faculty member is complained against or sued as a result of an action taken by a faculty member while in pursuit of his/her assigned duties, and if the Chief Executive Officer and Public Employer determine that the actions by the faculty member(s) are justifiable and in the line of duty, legal assistance will be provided by the Public Employer. However, any financial assistance, or the extent thereof, provided by the Public Employer beyond the initial judicial determination shall be determined solely by the Public Employer.

(4.10) Workmen's Compensation

The parties agree that the workmen's compensation laws of the State of Florida shall apply during the term of this Agreement.

(4.11) Assignments

The parties agree that faculty may be assigned, by the Chief Executive Officer or designee, to teach one class per semester or summer term at an off-campus site as a part of their regular teaching load. The Chief Executive Officer or designee will endeavor to secure volunteers for said off-campus teaching. However, at the request of a faculty member teaching in a correctional institution, the Chief Executive Officer shall request the superintendent of such institution to provide security personnel in the classroom. Travel time from the campus to the off-campus site and return shall count as a part of the work week of the faculty members at the rate of one and one-half minutes per mile.

Over-load teaching assignments for faculty members shall be on a voluntary basis and shall be made only with the consent of the individual faculty member. The parties agree that those full time faculty members eligible to teach a course offered as an overload be given the opportunity to teach that course before a part-time teacher is hired, except when the technical nature of such course or the availability of a specially trained part-time instructor would be of greater benefit to the college. If an over-load assignment is for teaching at an off-campus site, the Public Employer will allow the faculty members compensatory time for travel to apply toward his assigned work week at the rate of one and one-half minutes per mile from the campus to the off-campus site and return. If the faculty member must provide his/her own transportation to any off-campus site, the Public Employer will pay the faculty member the amount allowed by the state per mile for travel from the campus to the off-campus site and return. The distance established here shall be identical to the distance referred to in paragraphs one and/or two above.

(4.12) Non-School Activities

The parties agree that the Public Employer shall be concerned with the non-school activities of a faculty member only when such activities interfere with the discharge of his/her duties.

(4.13) Academic Freedom

It is the policy of the Public Employer and the Association to maintain and encourage academic freedom. In the exercise of this freedom, the faculty shall be free to discuss fully his or her own subjects frankly and forthrightly and to engage freely in scholarly and creative activity and publish the results. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's own subjects and to be mindful of community and professional standards.

Each faculty member shall encourage the student to study varying points of view and respect the student's right to form his/her own judgment.

(4.14) Check Cashing

The parties agree that within the funds available, checks for faculty members will be cashed subject to the following:

A. Payroll checks will not be cashed.

B. The use of check privilege may be suspended by the Chief Executive Officer for any faculty member having returned checks not the fault of the bank or the Public Employer.

(4.15) Identification Cards

Full-time faculty members will be issued identification cards without charge.

(4.16) Credit Information

In response to proper written request by an appropriate, recognized lending institution or credit bureau for credit purposes, the Chief Executive Officer or his designated representative is authorized to give only the following information relative to faculty members:

A. Length of service

B. Status of employment

C. Salary

In no case shall the Chief Executive Officer or designated representative give any opinion as to the character of the faculty member concerning whom the inquiry is made or reveal anything of a confidential nature unless authorized in writing by the faculty member involved.

(4.17) Extra Curricular Activities

Extra curricular activities are defined as those duties assigned by the Chief Executive Officer or designee associated with the sponsorship or supervision of student activities or assisting at sports events and occurring at a time other than the normal duty hours of the faculty member. Faculty members are not obligated to accept such assignments.

If faculty members accept such extra curricular activities as defined above by the Chief executive Officer or designee as a part of regular duties in lieu of teaching or as a part of assigned duties of which a supplement is paid, no extra or over-load payment is due. If faculty members accept such extra curricular duties in addition to their regular load, except as a part of assigned duties for which a supplement is paid, they shall be reimbursed for the time spent performing assigned extra curricular duties at the hourly rate of pay of the faculty member as shown in the salary schedule of this Agreement for substitute teachers who substitute for less that ten (10) class periods.

Any faculty member may voluntarily perform extra curricular duties without pay. Should a faculty member agree to perform any extra curricular duties or assignments without the express written assignment of the Chief Executive Officer such duty or assignment shall be considered as voluntary.

(4.18) Program Grants

The Public Employer encourages faculty members to seek grants leading toward the improvement of instruction. Grant applications shall be made after the approval of the Chief Executive Officer or his/her designee. This Chief Executive Officer or designee will designate person(s) to implement successful grant proposals. Faculty who participate in the development of a successful grant proposal will be invited by the Chief Executive Officer or designee to participate in the administration of grant funds in ways that are consistent with the provisions of this Agreement.

ARTICLE V

MANAGEMENT RIGHTS

(5.1) Public Employer Rights

The Public Employer shall have the unilateral right to:

A. Determine the purpose of each of its organizational units;

B. Set standards of services to be offered to the public;

C. Exercise control and discretion over its organization and operations;

D. Direct faculty members;

E. Take disciplinary action for proper cause.

The Public Employer agrees that in exercising the above unilateral rights that it will not violate other express terms and conditions of the agreement.

The Public Employer retains and reserves to itself all rights, powers, and authority vested in it whether exercised or not.

(5.2) Public Employer's Access

Nothing shall be construed to prevent the Public Employer or its representative(s) from meeting with any person or organization to hear views on any matters, provided no action is taken that is contrary to the provisions of this Agreement.

ARTICLE VI

FACULTY WORKING CONDITIONS

(6.1) Faculty Contracts

A. Base Contracts

1. Academic Faculty--The parties agree that the basic contract for faculty employment shall be for ~~210~~ 207 days which includes two semesters and one summer term. It is further agreed that faculty members may be offered overload employment and/or summer employment for a second summer term. Provided, however, that a faculty member not desirous of teaching a summer term may negotiate a base contract for the fall and spring semesters (nine months or ~~180~~ 177 days) or may be granted leave, without compensation, for the summer term. In either such event, the faculty member's compensation as provided on Page ~~80~~ 50 shall be reduced proportionately.

2. Vocational Faculty--It is agreed that vocational contracts will normally be for two semesters and one supplemental summer term contract or two semesters and two supplemental summer term contracts in the case of Practical Nursing.

B. Supplemental Contracts--It is agreed that a second summer session for an overload contract will be offered to faculty members when the students need for such courses is determined.

(6.2) Class Scheduling

The parties agree that the Public Employer is responsible for scheduling classes in whatever way deemed in the best interests of the students of the College provided:

A. No regularly scheduled college credit or vocational class meets earlier than 7:00 A.M.

B. An individual faculty member's classes shall be scheduled so that all classes shall be within a continuous 8 hour period within any given day, exclusive of night classes and over-load classes. Furthermore, a faculty member shall not be required to teach a class without 11 hours of elapsed time between the end of the last class of the day and the beginning of the first class of the next day, except when the night class has been scheduled as an over-load.

(6.3) Duty Schedule

A. Teaching Faculty--It is agreed that the Duty hours for faculty members whose primary duty is teaching may be at his or her discretion subject to the following:

1. Fall and Spring Semester duty hours shall not be scheduled earlier than 7:00 A.M. and no later than 4:30 P.M., Monday through Friday, except that whenever the teaching assignment includes a class scheduled for an hour later than 4:30 P.M. as part of a faculty member's regular load, duty hours may be scheduled after 4:30 P.M. on the day or days on which the late class meets. Exceptions to these duty hours for certain special programs are subject to approval by the Chief Executive Officer or designee.

2. Summer Session duty hours shall not be scheduled earlier than 7:00 A.M. and no later than 4:30 P.M., Monday through Friday. If the college is on four-day-work-week, duty hours may be extended to 6:00 P.M. unless a faculty member has a night class, in which event the hours shall go through the night class.

B. Non-Teaching Faculty--The parties agree that non-teaching faculty members whose primary duty is other than teaching shall maintain a duty schedule of thirty-five hours per week normally to be worked between 8:00 A.M. & 4:30 P.M.

C. Unassigned Duty Hours--The parties agree that any faculty member who elects to remain on campus for periods of time in excess of the assigned duty hours outlined in this article, shall do so voluntarily and without compensation.

D. Duty Schedule Form--It is agreed that faculty members shall complete a duty schedule form for each semester or session subject to the approval of the Chief Executive Officer or designee, and shall maintain teaching and/or office hours as scheduled.

This duty schedule form should show class time, office hours, and compensatory time for night classes as per Appendix B. A copy of the duty schedule form shall posted on the faculty member's office door, and a copy turned in to the immediate supervisor and/or dean. It is also agreed that faculty may record comments in the Remarks Column of the Duty Schedule Form to note off-campus activities that are official college business.

E. Schedule Approval--The duty schedule is subject to the approval of the Chief Executive Officer or designee.

(6.4) Faculty Working Hours

The parties agrees that:

A. Prior to Beginning of Classes for the Fall and Spring Semesters, the duty hours for all faculty members shall be 7 hours per day from 8:00 A.M. until 4:00 P.M.

B. During Final Examinations for the Fall and Spring Semesters the working hours of the faculty members whose primary duties are teaching will be adjusted so as to meet the hours necessary for the final examination schedule. Should this necessitate duty hours beyond those specified below for any day or days, compensatory time will be allowed.

C. Fall, Spring, and Summer Sessions -- Except as provided above full time faculty members whose primary duties are teaching shall have working hours during the fall, spring, and one summer term as follows:

1. Assigned teaching hours in the classroom, shop or job site, laboratory, or outdoor physical education facility.

2. The faculty agrees to work a total of thirty-five (35) hours per week on campus for both teaching and non-teaching duties. However faculty members assigned off-campus teaching or non-teaching duties as a part of their regular load may count the teaching or non-teaching hours and transportation time involved toward the thirty-five (35) hours referred to above.

3. The faculty agrees that a minimum of twenty-eight (28) clock hours, for college level faculty and thirty (30) clock hours for vocational faculty shall be scheduled for class and office hours.

4. The faculty agrees that the remaining unscheduled or discretionary hours will be used on campus for educationally related activities such as securing mail, committee meetings, research, class preparation, visiting with or tutoring students, curriculum development, and community service.

5. With approval of the dean or his/her designee a faculty member may on occasion and with cause fulfill his/her responsibilities during discretionary hours off campus.

D. Part Time Summer Employment

1. Faculty Assigned College Credit Courses--It is agreed that for a six weeks term, faculty members assigned a teaching load of fewer than twenty-two (22) points shall have assigned teaching hours in the classroom, shop or job site, laboratory, or outdoor physical education facility and office or other scheduled activities on campus to make a total of the percentage of the thirty-five (35) hours that their assigned load is to twenty-two (22) points. This means that should a faculty member be assigned a load of eleven (11) points for a six weeks summer term, his or her working hours would be 11/12 or 50 percent of thirty-five (35) hours or seventeen and one-half (17 1/1) hours per week. The same principle shall apply to other assigned loads of less than twenty-two 22 points for a six weeks summer term.

2. Faculty Assigned Vocational or Non-Credit Courses--It is agreed that for a second six weeks term, faculty members assigned a teaching loads of fewer than 30 points shall have assigned teaching hours in the classroom, shop or job site, laboratory, or outdoor physical education facility and office, or other scheduled activities on campus to make a total of the percentage of the thirty-five hours that their assigned load is to thirty (30) points. This means that should a faculty member be assigned a load of fifteen (15) points for a six weeks summer term, his or her working hours would be 15/30 or 50 percent of thirty-five hours or seventeen and one-half (17 1/2) hours per week. The same principle shall apply to other assigned loads of less than thirty points for a six weeks summer term.

(6.5) Teaching Load

A. The teaching load for faculty members for the fall and spring semesters shall be determined by a point system as follows:

1. Faculty Assigned College Credit Courses
   a. One (1) point shall be assigned for each semester or credit hour per week per semester except for special provisions provided elsewhere in this article for faculty assigned two courses that meet at the same time, applied music courses, and MER 2800 and/or modifications of MER 2800.
   b. One (1) point shall be assigned for each teacher contact hour per week except for special provisions provided elsewhere in this article for MER 2800 and/or modifications of MER 2800.
   c. A total of 28 to 32 points will be considered a full-time teaching load. Any faculty member assigned a teaching load which totals fewer than 28 points may be assigned equivalent non-teaching professional duties to make his/her points total not fewer than 28. Any faculty member (as defined in this Agreement) shall be considered full-time; however, non-teaching professional duties may be assigned to the teacher in lieu of classroom teaching.

d. No faculty member will be assigned a teaching load and/or other duties which shall cause his/her load to exceed 32 points as calculated above, except on a voluntary basis. Any course which, added to faculty member's regular load of 28, 29, 30, 31 or 32 points, shall cause his/her assigned points to exceed 32, shall be considered as an overload and compensation will be paid for the entire course as defined in the salary schedule which is part of this Agreement. However, courses added to loads which total fewer than 28 points shall entitle the faculty member to an overload salary for each point over 30. Overload assignments will be handled on a contract basis with the individual faculty member.

2. Faculty Members Assigned Vocational or Non-College Credit Courses
   a. One (1) point will be assigned for each clock hour of instruction per week.
   b. A total of 30 points will be considered as a full-time load, and faculty members with fewer than 30 points will be considered as part-time unless non-teaching professional duties are assigned in lieu of teaching. Non-teaching professional duties may be assigned to the faculty member in lieu of classroom teaching.
   c. No faculty member shall be assigned a teaching load and/or other duties in excess of 30 points as calculated above except on a voluntary basis. Such assignments shall be considered as an overload and compensation will be paid as defined in the salary schedule which is a part of this Agreement. Overload assignment will be handled on a contract basis with the individual faculty member.

B. The teaching load for faculty members for summer sessions shall be determined by a point system as follows:

1. Faculty Assigned College Credit Courses
   a. One (1) point will be assigned for each semester or credit hour per term except for special provisions provided elsewhere in this article for faculty assigned two courses that meet at the same time, applied music courses and MER 2800 and/or modifications of MER 2800.
   b. One (1) point will be assigned for each teacher contact hour per week except for special provisions provided elsewhere in this article for MER 2800 and/or modifications of MER 2800.
   c. A total of 22 points will be considered as a full-time load, and faculty members with less than 22 points will be considered part-time

unless non-teaching professional duties are assigned in lieu of teaching. Non-teaching duties may be assigned to the faculty member in lieu of teaching.

   d. No faculty member shall be assigned a teaching load and/or other duties in excess of 22 points as calculated above, except on a voluntary basis. Such assignments shall be considered as an overload and compensation will be paid as defined in the salary schedule which is a part of this Agreement. Overload assignments will be handled on a contract basis with the individual faculty member.

2. Faculty Assigned Vocational or Non-Credit Courses
   a. One (1) point will be assigned for each clock hour of instruction per week.
   b. A total of 30 points will be considered as a full-time load, and faculty members with less than 30 points will be considered as part-time unless non-teaching professional duties are assigned in lieu of teaching. Non-teaching professional duties may be assigned to the faculty member in lieu of classroom teaching.
   c. No faculty member shall be assigned a teaching load and/or other duties in excess of 30 points as calculated above except on a voluntary basis. Such assignments shall be considered as an overload and compensation will be paid as defined in the salary schedule which is a part of this Agreement. Overload assignments will be handled on a contract basis with the individual faculty member.

C. The teaching load for academic faculty may also be computed on a yearly basis as follows:

1. Points shall be assigned in the same manner as prescribed elsewhere in Section 6.5, but the aggregate or yearly teaching load shall be 78 to 86 points.

2. At such time as the college may offer a course as an overload, a faculty member accepting such employment may elect to be compensated at the established salary schedule applicable to overloads, or, with the expressed consent of the college, may elect to have the points accrued by teaching the overload added to his cumulative total for the year. A faculty member may not, however, receive point credit for more than the equivalent of six credit hours.

3. The summer teaching load of a faculty member who, with the credits added through teaching overload have supplemented his total points by the end of the spring semester (or in the case of a faculty member assigned to teach the second summer term, by the end of the first summer term) shall be reduced proportionately.

He shall, however, maintain regular duty hours on campus during the summer term, but reduced by the number of classroom teaching hours for which he has received overload credit.

4. In the event the college has an unanticipated high enrollment for a summer term, a faculty member who has otherwise (through credits earned by teaching overload courses) fulfilled his annual classroom teaching obligation, may be assigned classroom teaching duties as an overload instructor, if the faculty member is available. This assignment shall be made during the registration period during the summer terms. However, if the faculty member does not wish to teach the overload, the division chairman must make every effort to obtain either a volunteer or an adjunct faculty member before making the assignment. The credit hours assigned to such a faculty member shall not exceed the total which have been accrued to his required point obligation. A faculty member assigned to teach a course shall be compensated at the established overload salary schedule. He shall maintain regular duty hours on campus, reduced by the number of classroom teaching hours for which he received overload credit, but increased (not to exceed 35 hours per week) by the number of hours necessary to meet the assigned overload teaching responsibilities.

D. In the case of faculty members assigned to teach college-credit courses, the following is understood with regard to the determination of the number of points assigned as a teaching load.

1. Should a faculty member be assigned two courses that meet at the same time, the number of semester and clock hours will be counted or calculated only once.
2. All one and two semester hour applied music courses involving one and two lessons per week shall be counted or calculated only once so far as semester hours credit is concerned. For example, both a first year and a second year one semester hour applied music course shall count as only a single course, and one or two semester hour courses involving more than one instrument shall count as single courses.
3. In cases where a faculty member is assigned the course MER 2800 and/or modifications of this course, as a part of his or her regular teaching load, the points assigned shall be six (6) instead of the credit hours and the teacher contact hours, except that if the number of student semester hours exceeds sixty (60), the number of points assigned shall be on (1) point for each ten (10) student semester hours or major fraction thereof of six (6) points.

(6.6) Instructional Materials

It is agreed that it is the responsibility of the Public Employer to provide supplies and materials for instruction as determined by the Chief Executive Officer or designee, subject to budget limitations.

It is the responsibility of the faculty member to recommend the purchase of supplies and materials by the submission of requisitions through established administrative channels. It is his further responsibility to maintain current supply, equipment, and materials "need lists" and related budget information.

(6.7) Compensation for Travel Expenses

It is agreed that travel and subsistence may be paid for faculty members authorized by the Chief Executive Officer to travel at college expense. Care should be exercised that necessary travel shall be performed in the most economical fashion with joint travel required by faculty members in a single vehicle whenever feasible.

All travel payments must be consistent with State Board Rules and Florida Statutes.

Effective July 1, 1981, the following is the authorized travel expenses schedule for faculty members authorized to travel at college expense:

A. Mileage--A faculty member authorized to use his/her own vehicle for travel in order to conduct bona fide college business serving a direct and lawful public purpose with relation to the college as approved by the Chief Executive Officer will be paid the amount allowed by the state per mile or common carrier fare.

B. Out-of-State Travel

1. Actual expenses for lodging at the single occupancy rate, and
2. An amount for meals, not to exceed the following:
   a. Breakfast--$ 3.00
   b. Lunch --$ 6.00
   c. Dinner --$12.00

C. In-State Travel--the greater of:

1. $50.00 per day per diem, or
2. Actual expenses for lodging at the single occupancy rates, plus the following allowances for meals:
   a. Breakfast--$ 3.00
   b. Lunch --$ 6.00
   c. Dinner --$12.00

D. Incidental Expenses--All authorized faculty members may be reimbursed for the following incidental traveling expenses (receipts required):

1. Taxi fare or limousine.
2. Ferry rates, and bridge, road and tunnel tolls.

3. Storage or parking fees.
4. Communication expenses.
5. Convention registration fee. Any meals or lodging included in the registration fee will be deducted in accordance with the Allowances in section B and C above when travel expenses are reimbursed.

E. Travel Advances may be made to faculty for authorized travel in accordance with the above rates. The Chief Executive Officer is authorized to make travel advances to cover anticipated costs of subsistence and travel. All such advances must be accounted for by receipts.

(6.8) Salary Payment

The parties agree that salary payments will be made monthly during the fall and spring semester in nine (9) equal payments computed by dividing nine (9) into the product of ~~180~~ 177 times the daily rate, which is determined by dividing the contract salary by 207. ~~divided by 210 times the contract salary of the faculty member~~ Payment for the six weeks summer term of the contract will be made in two (2) equal payments computed by dividing two (2) into the product of 30 times the daily rate ~~divided by 210 times the contract salary of the faculty member~~ with one payment on the regular payroll date in June or July and the other on the last day of the summer term of employment.

Faculty members may elect to receive twelve checks by so indicating on the form to be provided by Public Employer. Such election shall be signed and returned not later than ~~August 23, 1986~~, the first week of fall semester, and if not received by that date, payment shall be made in eleven checks.

Faculty who are employed full-time for an additional six (6) weeks summer term will be paid for the special contract in one payment the last day of the summer term of employment.

(6.9) Classroom Authority

Articles on classroom observation, assault or threat, class disruption, and use of force have been combined under the heading classroom authority.

A. Classroom Observation--Observation of faculty member's class by persons other than administrative or supervisory personnel, accreditation team members or State Department of Education officials shall be made only with the consent of the instructor.

B. Assault or Threat--The parties agree that any work connected case of assault or threat upon a faculty member shall be promptly reported to the Chief Executive Officer or designee. The extent to which legal counsel may or may not be provided by the be provided by the Public Employer shall be consistent with other provisions of this agreement.

C. Class Disruptions--It is agreed that a faculty member may temporarily dismiss a student from class for good cause, not to exceed one class period. A faculty member will request of the Chief Executive Officer or his designated representative the removal from class of any student who consistently and willfully acts in such a manner as to disrupt the class and/or to interfere with other students. The Chief Executive Officer may for good cause refuse to honor the faculty member's request.

D. Use of Force--It is agreed that in accordance with Florida Laws, a faculty member may use force as is necessary to protect himself/herself from attack or to prevent injury to another.

(6.10) Classroom Temperature

Classroom temperatures that are comfortable and conducive to learning (65-79 degrees) shall be maintained. Otherwise classes may be moved or dismissed with permission of the appropriate administrator.

(6.11) Lounge Facilities

The parties agree that the college facilities identified below which are currently being used for lounge purposes shall remain available to the faculty for such purposes for the duration of this Agreement. It is further agreed that these facilities shall be maintained at the present level and will not be used for other purposes by the Public Employer. The College facilities currently being used for lounge facilities are:

Room 321-322, (or room of equivalent size) Natural Science Building;
Room 416, Literature and Language Building;
Room 443, vocational Building;
Room 954, Health Center Building;
Room 6 B, Social Science Building;
Room 116, Administration Building; and
Room 842, Student Center Building.

(6.12) Telephone

The parties agree that the Public Employer will continue to provide telephone facilities for faculty at the current level of service for use in conducting College business.

(6.13) Parking

It is agreed that the Public Employer will continue to provide off street parking designated for faculty only. In addition, the Public Employer will, where feasible, identify a parking space as close as possible to each building entrance, designated as "fifteen minute loading and unloading zone."

(6.14) Safe Working Conditions

It is agreed that the Public Employer will provide laboratory and shop faculty with non-prescriptive eye equipment and aprons where applicable. Body shields for chemistry laboratory faculty will also be provided.

(6.15) Report of Unsafe Working Conditions

Classroom, laboratory, and shop safety is the joint responsibility of the Public Employer, the faculty, and the students. The Public Employer has the responsibility to provide safe facilities and safety equipment and to periodically review facility and safety equipment needs at the request of faculty and/or supervisory personnel. Faculty have a responsibility to supervise student work and provide clear directions to insure safety in classrooms, laboratories, and shops. Students have a responsibility to follow instructions and ask a faculty member for assistance or clarification when uncertainty arises.

When a faculty member reports an unsafe facility or lack of safety equipment, the Public Employer is then responsible for investigating the reported condition and correcting any deficiency determined to exist. However, the supervisory responsibility of a faculty member is unaltered by reports of an unsafe facility or lack of safety equipment.

Forms for reporting unsafe facilities and equipment will be provided by the Public Employer.

(6.16) Smoking

Smoking is not permitted in classrooms, laboratories, the library or other areas where signs are posted.

(6.17) Compensatory Time

1. It is agreed that compensatory time shall be accrued to or accumulated by a faculty member as follows:

A. At such times as the Chief Executive Officer of the College finds it necessary to occasionally require a faculty member's attendance on campus in excess of his or her assigned duty hours or for periods longer than an individual faculty member's approved duty schedule for a particular day; or

B. At such times as a faculty member may voluntarily accept duty assignments made by the Chief Executive Officer or his designee to assist or work at any college activity; or

C. At such time as a faculty member performs community service work at the request of the Chief Executive Officer or his designee beyond his duty hours; or

D. When a faculty member is on temporary assignment of duty elsewhere, the faculty member shall receive compensatory time for those hours actually devoted to attending required activities beyond his normal duty hours; or

E. In the case of a faculty member who voluntarily accepts or is assigned club or activity sponsorship, compensatory time shall accrue at the rate of up to two (2) hours per week for such activity, provided the faculty member is receiving no financial compensation and time spent in the activity or sponsorship is after duty hours.

F. The chairman of the Staff and Program Development Committee and Curriculum and Courses of Study Committee appointed by the Chief Executive Officer shall be entitled to accumulate two (2) hours of compensatory time per week.

2. A faculty member shall not be entitled to accrue compensatory time while on leave status.

3. It shall be the responsibility of the Chief Executive Officer to provide for the implementation and administration of compensatory time policy at the Division Chairman level. Such policy shall be implemented and administered in a uniform and equitable manner, and for such purpose the Division Chairman shall be uniformly provided with direction, particularly with respect to the maintenance of records, the accumulation and carryover of compensatory time, and the use of compensatory time by faculty members to whom it has accrued. It shall, however, be the responsibility of a faculty member to notify his or her Division Chairman of the accrual of compensatory time and the reasons therefore, i.e., the manner by which entitlement has accrued under the provisions of paragraph 1, above.

4. The use of compensatory time by a faculty member shall be allowed as requested by a faculty member and upon the approval of his or her immediate supervisor as to the time when compensatory time will be taken; provided, however, the compensatory time may not be used when it would conflict with a scheduled class or called committee or division meeting.

5. A faculty member may accumulate up to fourteen hours of compensatory time. In the event that a faculty member's accrued compensatory time is not fully used during the term in which it is accrued, a total of not more than fourteen hours of compensatory time may be carried over for use during the ensuing term. Compensatory time accrued to a faculty member and not used during the term in which it is accrued or in the ensuing term shall lapse without compensation.

ARTICLE VII

COMMITTEES

(7.1) Membership, Purpose, and Meetings

The parties agree that faculty members shall serve on the standing committees named below and other committees provided for elsewhere in this Agreement. Appointments shall be made by the Chief Executive Officer. The standing committees to which faculty members shall be appointed and the minimum number of faculty members to be appointed to each committee are as follows:

Curriculum and Courses of Study Committee, 5 Faculty members;
Faculty In-Service Education Committee, 4 faculty members;
Library and Learning Resource Committee, 5 faculty members;
Staff and Program Development Committee, 7 faculty members;
College Disciplinary Board, 4 faculty members;
Insurance Committee, 4 faculty members;
Board of Student Publications, 4 faculty members;
Athletic Committee, 5 faculty members; and
Student Aid and Scholarships Committee, 5 faculty members.

In making appointments, the Chief Executive Officer will maintain the same proportion of faculty members to the total committee membership as was provided during the 1981-82 college year. The purpose of each of the above committees shall be to make written recommendations to the Chief Executive Officer or designee. Although the Chief Executive Officer shall acknowledge receipt of committee written recommendations, the extent to which the recommendations are accepted or used by the Chief Executive Officer shall be at his/her sole discretion. The membership of any committees other than those listed above or specified elsewhere in this Agreement and appointed by the Chief Executive Officer may or may not include faculty members at the discretion of the Chief Executive Officer.

This includes any ad hoc committee.

It is expected that committee meetings will take place during the normal duty hours of its members. Should committee meetings involve attendance beyond normal duty hours of a faculty member, he or she will be entitled to compensatory time during the same or the following week to make up for the time spent in committee meetings beyond the individual faculty member's normal duty hours.

The Chief Executive Officer will appoint committee members without regard to Association membership.

(7.2) Academic or College Calendar

The parties agree that a Calendar committee consisting of seven members, including four faculty members nominated by the President of the Association, and three other professional staff members shall be appointed by the Chief Executive Officer for the purpose of making recommendations concerning the Academic or College Calendar. This Committee shall be appointed no later than December 1, and shall make its recommendations to the Chief Executive Officer no later than March 1 of the following year. In making recommendations to the Public Employer, the Chief Executive Officer shall take into consideration the recommendation of the Calendar Committee. The parties agree that the academic or college calendar will provide that no faculty member will be scheduled to work on the following holidays; New Year's Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day; provided, however, that the holidays listed above shall be considered part of the faculty member's number of contracted duty days. When any of the above holidays fall on a Saturday the preceding Friday shall be the holiday. When any of the above holidays fall on a

Sunday, the following Monday shall be the holiday. Additionally, near the middle of the spring or second semester, faculty members shall be given a two-day holiday scheduled on a Friday and a Monday; provided , however, that these holidays shall not be considered part of the faculty member's number of contracted duty days. The parties further agree that any member of the faculty who observes a religious holiday on days that do not fall on a Saturday or a Sunday or a holiday described herein shall be entitled to such days off from his/her employment provided the faculty member requests and has approved leave chargeable to sick leave.

ARTICLE VIII

EVALUATION OF FACULTY

The parties agree that the evaluation of the performance of all faculty is a responsibility of the Chief Executive Officer, and that the evaluation process is designed to improve the quality of teaching or service performed by the faculty and is not designed to be used as a punitive measure. However, evaluation results may be used for decisions related to non-renewal of annual contract, suspension, dismissal or return to annual contract. Furthermore, the evaluation process should include every aspect of the faculty member's work assignment and should include information from as many aspects as possible. Hence, the parties agree that the following process for faculty evaluation should be followed:

1. Formal classroom or laboratory observation of a faculty member should be made by the chief executive officer or designee (evaluator) in the following manner: The evaluator and faculty member will determine a specific date for the evaluation unless the faculty member prefers not to establish such a date. In such case, the evaluator should specify a three week time period during which the classroom or laboratory observation will be conducted.
2. Each faculty member shall be formally observed in the classroom, laboratory, and/or shop a minimum of one time during the Fall or Spring semesters as one component of the total evaluation. Additional formal classroom, laboratory, or shop observation of a faculty member may be conducted at other times at the request of the faculty member or at the discretion of the evaluator. See Appendix C-1 for form to be used as a guideline by the administrator.
3. Pre-evaluation conference shall be held between the evaluator and the faculty member at least one week but not more than four weeks prior to the formal classroom or laboratory observation so that the faculty member may be apprised of evaluation procedures and methods. During this conference the faculty shall apprise the evaluator of the goals, specific objectives, and desired outcomes of his/her course(s) and/or specific class meeting to observe.

apprise the evaluator of the goals, specific objectives, and desired outcomes of his/her course(s) and/or specific class meeting to observe.

4. Each faculty member will have a student evaluation completed for two courses each of the fall and spring semesters, one selected by the evaluator and one by the faculty member. The evaluations completed in the spring semester will be sealed in an envelope by a representative of the CEO without being seen by any member of the administration. These forms will be given to the faculty member at the conclusion of the semester after grades have been turned in. The results are for faculty use only, except as the faculty member chooses to share them with any member of the administration.

The student evaluations for the two courses in the fall semester will be sealed in an envelope by a representative of the CEO and delivered to the appropriate Division Chairman. The administration will compile the results of the student evaluations and provide a copy and the evaluation forms to the faculty member after grades have been turned in for the fall semester. Copies of the results and the completed forms themselves will not become a part of the faculty member's permanent file, although the evaluator may consider this data in the evaluation process. ~~Provided, however, that for the first year of this contract, student evaluations shall be for the faculty member's informational use only, except as the faculty member chooses to share them with any member of the administration.~~ The administration will provide, on request, individualized or small group (not to exceed four) inservice training on data base management for those faculty members desiring it with respect to the coordination of student evaluations. A faculty committee, appointed by the association president, will coordinate with the chief executive officer or his designee to select the standardized Student Evaluation of Instruction instrument to be used for student evaluation of faculty. See Appendix D for a copy of this document (to be included when selected).

5. The Chief Executive Officer or designee (evaluator) shall evaluate the faculty member utilizing the forms and procedures set forth in this agreement. The total evaluation of a faculty member shall be recorded by the evaluator prior to the conference referred to in item seven (7) below. See Appendix C and D for forms to be used in evaluation.

6. The faculty member, at his/her request, may have copies of any document included in his/her evaluation files.

7. A copy of each form evaluation (see Appendix D) shall be given to the faculty member and a conference shall be held between the faculty member and the evaluator prior to the end of the spring semester unless with the consent of the faculty member it is held two weeks after the completion of the spring semester. A copy signed by both parties shall be given to the faculty member. The faculty member's signature does not necessarily mean agreement with the evaluator's judgment, but rather awareness of the content.

8. A faculty member may have objections in writing to the evaluation placed in his/her personnel file and documents directly related to the specific objections may be included. The rebuttal shall be signed by the evaluator to indicate his/her awareness of its contents.

9. If deficiencies exist that require correction, the evaluator will within ten days: (a) Explain the deficiencies and the specific improvement(s) prescribed; (b) Offer a prescribed method of correcting deficiencies; (c) Set a time frame for demonstrating improvement after which another evaluation will be conducted. Deficiencies shall be identified in writing under Section II of the Summary Evaluation and Recommendations section of Appendix D form, Administrator's Annual Evaluation of Faculty Member, as set forth in this agreement.

10. Faculty members will be entitled to have a representative of the association present during the pre-evaluation and post-evaluation conferences described in items 3 and 7 above.

11. The evaluator shall endeavor to be fair and accurate in his/her judgment in performing the evaluation.

12. The classroom, laboratory, or shop observation referred to above may be mutually waived.

ARTICLE IX

GRIEVANCE PROCEDURE AND ARBITRATION

(9.1) Definition

Grievance: Any claim by the Association or a faculty member that there has been a violation, misinterpretation, or misapplication of this Agreement or any established rule, order, regulation, policy or practice shall be a grievance.

Aggrieved Person or Party (Association): An "aggrieved person" is the person, persons, or Association making the claim.

Immediate Supervisor: The person in the chain of authority to whom the faculty member is primarily responsible.

Days: Working school days in accordance with college calendar.

(9.2) General Provisions

Representation: The Association shall be allowed to appoint at least one Association representative to be present for all hearings, appeals, or other proceedings relative to any grievance. No faculty member may be required to discuss any grievance if the Association's representative is not present. The Association will be notified in advance of all grievance proceedings. No grievance adjustment will be inconsistent with the terms of this Agreement.

Procedure: In the event that an aggrieved person or party believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor within thirty (30) days following the act or omission giving rise thereto, or the date on which the aggrieved person or party should have known of such act or omission if the date is later.

If through the informal discussion the aggrieved person or party is not satisfied with the disposition or no disposition is made within three (3) days after the discussion, the aggrieved person or party may invoke the formal grievance procedure at Step I.

Appeals from on level to the next shall be filed within ten (10) days following the expiration of time limits established for disposition at each level.

(9.3) Implementation of Grievance Procedure

LEVEL ONE

A formal, written grievance must be filed on the specified form and submitted to the immediate supervisor. Within five (5) days of the receipt of the grievance, the immediate supervisor shall indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

LEVEL TWO

If the aggrieved person or party is not satisfied with the Level One disposition, or if no disposition is made within five (5) days of receipt of the grievance, the aggrieved person or party may appeal the grievance in writing to the appropriate Dean or administrative officer. The appropriate Dean or administrative officer has five (5) days from the receipt of the grievance to indicate to the aggrieved person or party a disposition in writing on the specified form.

LEVEL THREE

If the aggrieved person or party is not satisfied with the Level Two disposition or if no disposition is made within five (5) days after the appropriate Dean or administrative officer received the grievance, the grievance may be appealed in writing to the President. Within five (5) days the President shall meet with the aggrieved person or party and shall indicate the disposition of the grievance in writing to the aggrieved person or party within five (5) days after said meeting.

LEVEL FOUR

If the aggrieved person or party is not satisfied with the Level Three disposition, or if no disposition is made within five (5) days after the President received the grievance, the aggrieved person or party may submit the grievance to final and binding arbitration. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings.

(9.4) Time Limits

The time limits provided in this article shall be strictly observed, but may be extended by mutual agreement of both parties. Whenever illness or other incapacity of the aggrieved, or other party to the proceedings, prevents his presence at a grievance meeting, the time limits shall be extended to such time that the person can be present. When such grievance meetings and conferences are held during duty hours, each employee whose presence is required shall be excused, with pay, for that purpose.

(9.5) Class Grievance

The parties agree that a class grievance is a grievance involving two or more faculty members and two or more supervisory or managerial personnel from separate organizational units at the same administrative level, provided, however, that a grievance involving only two or more faculty members and the Chief Executive Officer shall also be considered as a class grievance.

The time limitations shown in LEVEL I shall apply to class grievances.

The Association shall have the right to initiate class grievances at LEVEL III, provided, however, that the parties attempt to resolve the grievance informally as outlined in LEVEL I prior to the initiation of the formal procedure outlined in LEVEL III.

(9.6) Request for Arbitration

Any arbitrable grievance which remains unresolved after having been fully and timely processed through the grievance procedure contained in this Agreement, and which involves the interpretation and application of an express provision(s) of this Agreement, may be submitted to arbitration upon the written request of the Association or an individual faculty member to the Chief Executive Officer or designee provided, however, that such written request to arbitrate is received by the Chief Executive Officer or designee within thirty (30) days after receipt by the Association of the Chief Executive Officer's or designee's written decision at LEVEL III of the Grievance Procedure of the Agreement or within twenty (20) days of the Chief Executive Officer's or designee's failure to render a written decision.

(9.7) Acts or Omissions Subject to Arbitration

Only those acts or omissions identified at LEVEL III of the grievance procedure contained in this Agreement may be considered for arbitration under this article.

(9.8) Selection of Arbitrator

If, within five (5) days of the receipt by the Chief Executive Officer of the request for arbitration, the Public Employer and the Association or the individual faculty member are unable to mutually agree on an arbitrator, the parties shall jointly request, in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) Florida arbitrators all of whom must hold membership in the National Academy of Arbitrators. The Association or the individual faculty member shall strike the first name from the panel; the Public Employer shall strike the second name; the Association or the individual faculty member shall strike the third name; the Public Employer shall strike the fourth name; the remaining name shall be designated as the arbitrator; and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties. The order of striking names outlined above shall be reversed for alternate grievances.

(9.9) Place of Arbitration Hearings

The arbitrator shall hold the hearings in the city of Marianna, Florida, unless otherwise agreed to by both parties.

(9.10) Costs of Arbitration

The costs of arbitration, including court reporter charges is to be equally borne by the Public Employer and the Association or the individual faculty member; however, expenses for witnesses shall be borne by the party calling them.

(9.11) Limitations of Arbitrator

The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. The arbitrator shall not have the power to abridge or curtail the Public Employer of any rights reserved to it in this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

(9.12) Arbitration Proceedings

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at the time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Florida Statutes, Chapter 682.03.

(9.13) Precedent

No grievance resolved at LEVELS I, II or III shall constitute a precedent for any purpose unless agreed to in writing by the Chief Executive Officer or designee and the Association acting through its President or designee.

(9.14) Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with the Grievance Procedure of the Agreement or the date on which the act or omission occurred, whichever is earlier; provided, however, that in no case will an award be made for an act or omission occurring before the effective date of this Agreement.

(9.15) Pendency

The filing or pendency of any grievance, or of arbitration proceedings, under this Article, shall not operate to impede preclude, or delay the Public Employer from taking the action complained of. In no event shall any faculty, as a result of a pending grievance, receive compensation following cessation of employment.

(9.16) Consolidation of Arbitrable Grievance

An arbitrator may hear no more than one arbitrable grievance at a time; provided, however, that arbitrable grievance arising out of common factual situations and involving the interpretation or application of common provisions of this Agreement may be consolidated for presentation to one arbitrator if mutually agreed to in writing by the Chief Executive Officer or designee and the Association.

(9.17) Decision of Arbitrator

The decision or award of the arbitrator shall be final and binding upon the Public Employer, the Association, and the grievant(s), and shall constitute a waiver of any rights to judicial review of agency action pursuant to Florida Statutes, Chapter 120. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, Chapter 682.12.

When an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator; however, if the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the Public Employer to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the grievant is not receiving the appropriate salary form the Public Employer; however, the arbitrator shall make no awards or judgments beyond the terms of this Agreement.

(9.18) Withdrawal of Request to Arbitrate

The Association or the individual faculty member shall have the right to withdraw its request to arbitrate at anytime prior to an arbitration hearing. However, the Association or the individual faculty member shall not have the right to refile a grievance or request to arbitrate that has been withdrawn as provided herein.

(9.19) Reprisal

No reprisals of any kind will be taken by the Administration or Board, or Association against any faculty member because of his participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.

The Association representative may review material from the grievant's personnel and grievance file only after obtaining written consent from the grievant involved.

ARTICLE X

PROMOTION AND DISMISSAL PROCEDURES

(10.1) Promotion

All qualified faculty shall be eligible for promotion without regard to membership in the Association. No faculty shall be required to accept a promotion.

Personnel transferring from a non-bargaining unit position to a position covered by the Bargaining Unit shall have the same seniority that they would have had had they been employed in a position that is within the Bargaining Unit. Other rights and benefits shall be restored as though they had continued in the Bargaining Unit during the time they held the non-bargaining unit position.

(10.2) Layoff and Recall

The parties agree that in the event of financial problems created by loss of student enrollment and/or inadequate State support which make necessary budgetary reductions or reduction in planned expenditures, the Public Employer will investigate alternatives to the layoff of faculty members as a means of reducing expenditures. Only after alternatives have been investigated will any decision be made which results in the reduction of faculty members employed. In the investigation of alternatives, it is agreed that the Chief Executive Officer will solicit for his/her consideration the advice of the Association, allowing fifteen (15) working days from date of notification by the Chief Executive Officer to. submit recommendations.

Should the Public Employer make a decision to lay off any faculty members due to a financial exigency, it is agreed that within the discipline or subject area, reductions in force will be made based on the seniority of faculty members so far as full-time service at Chipola Junior College is concerned; provided, however, that faculty members with tenure will be given preference in job retention over those employed on annual contract status.

The procedure involved in reduction in force of faculty members will be in accordance with applicable State Board of Education Rules, Florida Statutes and this Agreement. Should any reduction in force of faculty members take place, it is agreed that the recall of faculty members previously denied re-employment if on annual contract or discharged if on continuing contract shall be in reverse order of discharge or termination provided:

A. The faculty member discharged or terminated is certificated and/or qualified for a vacancy that has occurred since his/her termination of employment;

B. The faculty member notifies the Public Employer that he/she is available for employment; and

C. That not more than two (2) years have elapsed since termination of employment due to reduction in force.

It is further agreed that the Public Employer will advise all faculty members whose employment has been terminated due to a reduction in force of any vacancies on the faculty occurring within two (2) years of the termination. For the purpose of provision, it shall be the responsibility of the faculty member to keep the Chief Executive Officer advised of his/her current address, and the responsibility of the Public Employer will be satisfied when a letter by certified mail has been sent to the faculty member at his/her last known address within five (5) days after the vacancy becomes known. Should two or more faculty members whose employment was terminated at the same time due to a reduction in force be qualified for a single vacancy, the faculty member who was previously on continuing contract status shall have recall preference over a terminated faculty member who was previously on an annual contract status. Should both or all of the faculty members terminated have been previously employed on the same contract status (annual or continuing), the faculty member with employment seniority at the college shall have recall preference. In the event two or more faculty members equally qualified for recall by means of qualifications and prior employment indicate a desire for re-employment when a vacancy occurs, the faculty member(s) whose recall would assist the Public Employer in meeting current Equal Access/Equal Employment plan goals shall be given preference.

The faculty member offered re-employment who does not accept the offer within fifteen (15) days after official notification of a vacancy shall be considered to have declined recall or the offer of employment.

(10.3) Suspension, Dismissal or Return to Annual Contract for Cause

The parties agree to abide by State Board of Education Rule 6A-14.411 with the stipulation that the formal hearing referred to in sub-sections (4) and (6) of this rule shall be conducted by a hearing examiner appointed by the Division of Administrative Hearings, Department of Administration, State of Florida, and that the hearing shall be conducted in accordance with applicable Florida Statutes and rules.

(10.4) Non-Renewal of Annual Contract

It is agreed that the Public Employer may determine not to renew the annual contact of a faculty member in accordance with the following procedures:

A. Notice of Non-renewal: When a determination is made that a faculty member is not to be reappointed, that faculty member shall be notified in writing of the expiration date of his/her contract and that it will not be renewed. This action does not release the Public Employer form the contractual commitment to compensation for the faculty member until the date the contract expires. The notice of non-renewal shall be transmitted to the faculty member no later than six (6) weeks prior to the expiration of the Spring term except that if the faculty member has been employed for more than two (2) years, the notice of non-renewal shall be transmitted no later than twelve (12) weeks prior to the expiration of the Spring Term.

B. Reasons for Non-renewal: The reasons for the determination not to renew the employment contract shall not be stated.

C. Expectancy of Re-employment: The Public Employer owes no further contractual obligation to the faculty member at the expiration of his/her annual contract. The Public Employer has no legal obligation to renew the contract of a faculty member on annual contract. No employee of the college except the Chief Executive Officer is authorized to give express or implied assurance of employment beyond any current contract period to any faculty member employed by the Public Employer. If a faculty member asserts that he/she has acquired an expectancy of re-employment, such assertion, including the the basis therefore, must be fully set forth in writing to the Chief Executive Officer within fifteen (15) days from the date of notice of non-renewal and must be within the aforementioned limitations.

D. Constitutionally Impermissible Reasons for Non-Renewal: The Public Employer shall not relay upon constitutionally impermissible reasons in making the determination not to renew an employment contract. If a faculty member asserts that his/her non-renewal is based upon constitutionally impermissible reasons, such assertion, including the basis therefor, must be fully set forth in writing to the Chief Executive Officer within fifteen (15) days from the date of notice of non-renewal.

E. Hearing procedure upon assertion by a faculty member that there exists an expectancy of re-employment or that there exists constitutionally impermissible reasons for the non-renewal: The hearing shall be conducted by a hearing examiner appointed by the Division of Administrative Hearings, Department of Administrative Hearings, Department of Administration, State of Florida, and the hearing shall be conducted in accordance with applicable Florida Statutes and rules.

(10.5) Notice of Vacancies

Notice of full-time vacancies in the College shall be made known to the faculty and the Association.

ARTICLE XI

LEAVE AND TEMPORARY ASSIGNMENT OF DUTY

(11.1) General Information

Leave of Absence is defined as permission for a faculty member to be absent from duty for a specified time with the right of returning to employment without prejudice on expiration of the leave. Leave must be officially granted in advance, and no action purporting to grant leave retroactively shall be recognized; provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the Chief Executive Officer or his designee. Leave may be with or without pay as provided by law and this article. Leave will be granted in no less than hourly units. The parties agree that the Public Employer will apprise each faculty member of accrued leave once per year on a form suitable for the member to keep up with such leave during the year. Leave shall be requested on a form prescribed by the Public Employer.

Any faculty member willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge or forfeiture of tenure and all other rights and privileges as provided by State Board of Education Rules and law.

All leaves of absence and assignment of temporary duty shall be administered as provided for in State Board of Education Rules. The Chief Executive Officer is authorized to approve all leaves and assignment of temporary duty on behalf of the Public Employer.

(11.2) Temporary Duty

Temporary duty may be approved for faculty members who may be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses and workshops. Such assignment to temporary duty will be initiated by the Chief Executive Officer or designee and be for the benefit of the college. Employees will receive their regular pay and may be allowed expenses as provided by law and rules of the State Board of Education and the District Board of Trustees. Such temporary duty shall be considered equal to the regular duties of the individual and employees performing such assigned temporary duties shall not be considered to be on leave. Employees may not be assigned for temporary duty for the purpose of improving rank or renewing certificates. No employee can be paid for the same time by two state agencies as per Florida Law.

(11.3) Sick Leave

Each faculty member who is unable to perform his/her duty at the college because of illness, (including alcoholism, provided, however, that the inclusion of alcoholism or any other term as an "illness" shall in no way limit the disciplinary authority granted to the Public Employer by law, State Board rule, or policy adopted by the Board of Trustees), or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household, or maternity/paternity and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Chief Executive Officer or designee provided the faculty member has accrued sick leave to cover the period of absence.

A. Extent of leave with compensation:

1. Each faculty member shall earn one day of sick leave with compensation for each calendar month or major portion of a calendar month of service, not to exceed twelve (12) days for each fiscal year; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida public community college, the Florida Department of Education, the Florida University System, or a Florida district school board; provided that at least one-half of the sick leave accumulated at any time shall have been established at Chipola Junior College. A major fraction of a month is defined as one-half (1/2) of the days in a calendar month.

C. Compensation--Any faculty member having unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave, provided that no compensation may be allowed beyond that provided for in this provision.

D. Sick Leave Pool--Notwithstanding any other provision of this section the Board establishes a rule whereby full-time employees may pool accrued sick leave which will be disbursed to any participating employee who is in need of sick leave in excess of that amount he has personally accrued. Such rule shall include the following provisions.

1. Participation in the sick leave pool shall at all times be voluntary on the part of employees.
2. Any full-time employee shall be eligible for participation in the sick leave pool after 1 year of employment with the community college provided that such employee has accrued six days of unused sick leave. Eligible employees may join the pool once per year on or before October 1 of the Fall Semester. Eligibility in the initial year will be extended 60 days from the date this section becomes part of the contract.
3. Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the employee donating such leave.
4. Participating employees shall contribute equally 4 days to the sick leave pool. After the initial contribution which an employee makes upon electing to participate, no further contributions shall be required except as may be necessary to replenish the pool. Any such further contribution shall be equally required of all employees participating in the pool.
5. Any sick leave time drawn from the pool by a participating employee must be used for said employee's personal illness, accident, injury, or maternity cases.
6. A participating employee shall not be eligible to use sick leave from the pool until all of his or her sick leave and all other paid leave has been depleted. Participants shall be eligible to draw days from the pool in 15 day increments. The maximum number of days for which an employee may draw sick leave from the pool will be 45 days.
7. The sick leave pool will be used only for extended illnesses or maternity cases.
8. A participating employee shall not be eligible to use sick leave from the pool until he/she has been absent from the job for ten consecutive working days.
9. A participating employee must submit to the Chief Executive Officer or his designee an application with a statement from his doctor indicating the need for extended absences. Applications may be made on behalf of the participant by any member of the participant's immediate family or his designated representative.

10. A participating employee who uses sick leave from the pool shall not be required to recontribute such sick leave to the pool, except as otherwise provided herein.

11. A participating employee who chooses to no longer participate in the sick leave pool shall not be eligible to withdraw any sick leave already contributed to the pool. Said employee must notify the Personnel Officer in writing and his resignation will become effective on the last day of the month in which his resignation is received.

12. Alleged abuse of the use of the sick leave pool shall be investigated by the Public Employer, and, on finding wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave pool and be subject to such other disciplinary action as determined by the board to be appropriate.

13. In the event of an allege abuse of the use of the sick leave pool, the Public Employer shall require such documentation from the employee as is necessary to investigate the use of sick leave.

14. The sick leave pool must have at least 25% of the eligible employees as contributing members before any leave from the pool may be used. Thereafter, the pool may be used by participating members as long as days are available.

15. Each participating employee shall recontribute 2 days each time the sick leave pool drops below 45 days.

16. The Sick Leave Pool should be administered by a representative committee of the membership with the Personnel Director as Chairman. One member of the CFA will be appointed to the committee each year. Member(s) will be nominated by the CFA and appointed by the Chief Executive Officer.

(11.4) Military Leave

Military leave shall be granted to a faculty member who is required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or the national guard. When faculty members enter voluntarily into active duty in any of the armed services for temporary duty, training duty, or extended periods of service, military leave may be granted at the discretion of the Public Employer, and, except in unusual cases, shall not be given at a time when the faculty member is expected to be engaged in the work of his/her profession. A faculty member granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice, provided an application for re-employment is filed within six months following the date of discharge or release from active military duty.

Following the receipt of the application for re-employment, the Public Employer shall have a reasonable time, not to exceed six months, to reassign the faculty member to duty at the college. Compensation allowed during military leave shall be only as provided in section 115.14, Florida Statutes. Military leave shall be counted as years of service for a maximum of four (4) years, but not as years of service toward a continuing contract.

(11.5) Personal Leave Without Pay

A faculty member may be granted personal leave without pay at the discretion of the Chief Executive Officer and at times and under conditions that will cause a minimum disruption to operations of the Public Employer.

(11.6) Illness-in-line-of-duty Leave

Any faculty member shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in connection with duty assignments. The following requirements shall be observed:

A. Duration of leave and compensation. Leave of any such faculty members shall be authorized for a total of not to exceed ten (10) duty days during any college fiscal year for illness contracted from such causes as described above.

B. Claims. Any faculty member who has any claim for compensation while absent because of illness contracted or injury incurred, as prescribed herein, shall file a claim in the manner prescribed in section 6A-14.453, state Board of Education Rules, by the end of each month during which such absences have occurred. The Public Employer shall approve such claims and authorize payment of salary thereof, provided that the Public Employer shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provision of this article.

It is agreed that the Public Employer, in order to satisfy itself that a claim for illness-in-line-of-duty leave correctly states the facts and that such claim is entitled to payment, may require a certificate of illness from a licensed physician or from a county health officer attesting the illness. The following provisions shall also apply:

A. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases" such as chicken pox, mumps, measles, etc.

B. Claims for illness in the line of duty shall be approved and payment thereof authorized upon determination that the faculty member came in contact with the disease at his/her work location.

C. It shall be the responsibility of the faculty member to furnish conclusive proof of his/her meeting the above stated guidelines.

Failure to secure such a certificate or meet other requirements will relieve the Public Employer from payment of any claim for illness-in-line-if-duty. The Public Employer may also require whatever additional facts are necessary in order to satisfy itself that a claim for illness or injury was for illness or injury received in the line of duty.

(11.7) Administrative Leave for Court Purposes

A. A faculty member who is summoned as a member of a jury panel shall be granted administrative leave with pay, and jury fees shall be retained by the faculty member. The Public Employer shall not reimburse the faculty member for meals, lodging, and travel expenses while serving as a juror.

B. A faculty member subpoenaed as a witness, not involving litigation in which he/she is a principal, shall be granted administrative leave with pay and any witness fees shall be retained by the faculty member. The Public Employer shall not reimburse the faculty member for meals, lodging and travel expenses incurred while serving as a witness.

C. A faculty member subpoenaed in the line of duty to represent the Public Employer as a witness or defendant shall not be granted administrative leave and his appearance in such cases shall be considered a part of his job assignment. The faculty member shall be paid per diem and travel expenses and shall be required to turn over to the Public Employer any fees received from the court.

D. In no case shall administrative leave with pay be granted for court attendance when a faculty member is engaged in personal litigation in which he/she is principal; however, a faculty member may be granted vacation, personal or emergency leave in such cases with the approval of the Chief Executive Officer; and provided further, that a faculty member who is involved in litigation as a result of action related to the carrying out of his/her official college duties and responsibilities may be granted administrative leave with pay for court attendance upon the approval of the Chief Executive Officer.

(11.8) Professional and Extended Professional Leave/Sabbatical

Definition - Professional leave is defined as leave granted to a faculty member to engage in activities which will result in his/her professional benefit or advancement, including earning of college credits and degrees, or that will contribute to the profession of teaching or to the benefit of the college. Extended professional leave/Sabbatical is such leave extending for more than thirty days. Professional leave or extended professional leave/Sabbatical ordinarily will be initiated by the faculty member and will be primarily for his/her benefit, or that of the teaching profession, and only incidentally for the benefit of the Public Employer.

Kinds or types of professional or extended professional leave/Sabbatical:

A. A full-year extended professional leave/Sabbatical consists of leave for the normal academic year, or two semesters, as defined by the College Calendar.

B. A semester extended professional leave/Sabbatical consists of leave for one semester as defined by the College Calendar.

C. A summer session professional or extended professional leave/Sabbatical consists of leave granted for all or a portion (30 consecutive days or more) of the summer sessions (two terms) as defined by the College Calendar.

D. Other professional leave is defined as leave for less that thirty (30) days.

Eligibility for leave:

A. For a full-year extended professional leave/Sabbatical only faculty holding a continuing contract (or tenure) with four or more years of full-time experience at Chipola Junior College are eligible.

B. For a semester extended professional leave the eligibility is the same A (above).

C. For a summer session professional or extended professional leave all faculty members are eligible.

D. All faculty members are eligible for other professional leave.

Compensation:

A. Up to a maximum of five days per academic year professional leave with full pay may be granted. This does not apply to the summer session.

B. For a summer session professional or extended professional leave the compensation is limited to one-half the contract daily rate or the current per diem, whichever is higher. If the faculty member receives related outside financial compensation other than travel pay, the combined compensation shall not exceed 100% of the contract salary for full-time employment.

C. For a one semester extended professional leave/Sabbatical the maximum compensation shall be 25% of the contract salary for full employment for ~~100~~ 177 days; for a two semester extended professional leave the maximum compensation shall be 50% of the contract salary for full employment for ~~100~~ 177 days. If the recipient receives related outside financial compensation shall not exceed 100% of contract salary for full-time employment.

D. Professional or extended professional leave without compensation may be granted at the discretion of the Chief Executive Officer.

Other Considerations:

A. A faculty member receiving a full year or semester extended professional leave/Sabbatical with compensation as outlined above shall agree to return to the College for two academic years for each year of leave grated and for one academic year for each semester of leave granted. The recipient shall sign a promissory note to the Public Employer to repay funds paid while on leave. If he/she elects not to return after being granted leave, the note is due and payable. If the recipient returns for employment as agreed, the note is cancelled.

B. Faculty members granted extended professional leave/Sabbatical shall be given the same consideration as though on full time duty in all matters of seniority except that the time on professional leave will not count as experience for salary schedule purposes.

C. Faculty members receiving extended professional leave/Sabbatical have the right to continue insurance and retirement benefits if they elect to do so and it is agreeable to the insurance carrier.

D. Faculty members receiving leave shall file with the Chief Executive Officer a plan for college study, professional travel or other approved activity. In the event a person granted leave does not follow the plan submitted, financial support will be discontinued and all funds paid shall be refunded to the Public Employer.

E. At the end of any period of extended professional leave/Sabbatical the faculty member shall submit to the Chief Executive Officer an official transcript of all college work pursued and/or a written report of professional travel or other approved activities.

Limitations:

A. Professional leave with full pay shall not exceed five days per academic year.

B. No limit shall be placed on the number of days of which professional or extended professional leave without pay may be granted.

C. The total number of faculty to whom professional or extended professional leave/Sabbatical may be granted shall be determined by the Chief Executive Officer.

D. The maximum that any full year extended professional leave/Sabbatical may be renewed or extended is once. This means that a faculty member granted leave for one academic year or two semesters may be eligible for a renewal or extension of leave for a maximum of one additional year. In this case the recipient is ineligible for any further extended professional leave.

E. After a faculty member has been granted extended professional leave for one academic year or two semesters and leave is not renewed or extended for an additional year he/she can become eligible for a second one after having been employed full-time subsequently for a period of five or more years.

Authority to Grant Leave:

A. The Chief Executive Officer may at his discretion grant professional or extended professional leave/Sabbatical subject to the limitations shown above and compensation granted from available funds will be determined by the Chief Executive Officer upon recommendations based on the internal procedures of the Public Employer.

B. All applications for Professional or Extended Professional Leave/Sabbatical must be submitted in advance of the intended absence to the Chief Executive Officer or his designee for his consideration.

ARTICLE XII

SALARIES AND FRINGE BENEFITS

(12.1) Insurance

The parties agree that the Public Employer will pay up to ~~$974.00~~ $1,100.00 per year to an insurance company toward payment of the single member premium on a Public Employer approved basic hospitalization and medical group insurance plan for each faculty member electing to avail himself or herself of the insurance coverage. It is further agreed that the Public Employer will pay the assessed rate to an insurance company as payment of a premium for $4,000.00 of term life insurance coverage which is a part of the hospitalization and medical insurance group plan approved by the Public Employer for each faculty member who elects to avail himself or herself of the insurance coverage. ~~The effective dates of such coverage shall be through June 30, 1987.~~

(12.2) Substitute Pay

It is agreed that should a faculty member be assigned to teach another faculty member's class or laboratory and that if the assigned instructor teaches for the entire class or laboratory period(s), requiring attendance on campus in excess of 35 hours per week, he or she shall receive substitute pay based upon the hourly rate for substitutes as provided in the salary schedule which is a part of this Agreement. Substitute pay will not be paid during exam week unless the regular teacher is on leave and the substitute is in charge. Alternatively, and in lieu of such compensation, the faculty member may upon notification to the division chairman, reduce his thirty-five hour on-campus contractual responsibility by the number of hours devoted to classroom substitution, completing such thirty-five hours off campus.

It is further agreed that should the faculty member substitute for ten (10) class periods due to the consecutive absence of another faculty member, the faculty member substituting shall be paid on the basis of the overload schedule as shown in the salary schedule for all substitution beyond the ten (10) class periods referred to above. This means that should a faculty member substitute for fifteen (15) class periods for another faculty member during a period of consecutive absences by the faculty member absent, he or she shall be paid at the substitute pay rate for ten (10) class periods or hours, and that he or she shall be paid at the overload rate for five (5) class periods or hours.

It is also agreed that faculty members shall have the option of serving or not serving as substitute for pay. Should a faculty member be assigned to substitute to the extent of merely checking the class roll or for periods of less than a full class or laboratory period, he or she will be entitled to no substitute or overload pay.

(12.3) Salary Schedule

The parties agree that the faculty salaries will be as per attached schedule (Appendix A.)

(12.4) Academic Regalia

The Public Employer will provide appropriate academic regalia for faculty to participate in graduation ceremonies.

(12.5) Fee Waivers

Dependents of faculty members upon application made by them, shall be considered, along with others qualified under state law or regulation, for waiver of matriculation fees for college credit and vocational courses, as well as for short courses. The parties recognize that such dependents constitute a category of students currently qualified to receive the benefits of such waivers and that they shall be fully and fairly considered along with the member of other categories so qualified.

ARTICLE XIII

REOPENER CLAUSE

It is agreed that the Association or the Public Employer may initiate a reopening of negotiations on salaries or insurance benefits for faculty only.

The association may initiate a reopening of negotiations by serving written notice on the Public Employer of intent to reopen negotiations no later than 30 days after the close of the regular annual session of the Florida Legislature. If the Florida Legislature, in Special Session, or the State Department of Education allocates funds over and above that made available to the College at the end of the regular annual session, the Association may initiate a reopening of negotiations by serving written notice on the Public Employer of intent to reopen negotiations; however, if the additional funds are less than 2% of the original allocation, the Association may not reopen negotiations.

The Public Employer may initiate a reopening of negotiations on salary and insurance benefits by serving written notice on the Association of intent to reopen negotiations no later than 30 days after a notification by the Florida State Department of Education that a greater than 2% reduction of allocation of State funds to the Public Employer has been made for the current fiscal year. The only funds subject to bargaining for salary or insurance benefits are those funds deleted or held back by the State.

Bargaining under this provision shall commence within 30 days after the receipt of the Notice to Reopen Negotiations.

The Public Employer shall notify the Association within five working days after official notification of allocation of State funds is received by the Public Employer from the Division of Community Colleges by providing the Association with a copy of the official notification document.

This contract will be in effect until the last day of Summer Session II, 1987 9 with the exception of the following items which may be negotiated for the ~~1986-87~~ 1988-89 school year:

1. Salary and insurance items.
2. And a maximum of three reopener items and three new items for the Bargaining Unit and three reopener items and three new items for the Public Employer.

Negotiations shall begin within thirty days after service by either party of written notice upon the other of its intent to reopen bargaining for the ensuing year, which notice may be served at any time after March 1.

Reopening of negotiations during a school year on any other bargaining item or the impact of any action taken under the provisions of this Agreement may be instituted only with the mutual consent of the parties.

Otherwise, no provision of this Agreement will limit the rights of the Association to bargain under Chapter 447, Florida Statutes.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective on the date of signing and shall remain in effect through midnight on the last day of Summer Session II, ~~1987~~ 1989 when it shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized, as of ~~August 6, 1985~~ ____________.

FOR THE DISTRICT BOARD OF TRUSTEES CHIPOLA JUNIOR COLLEGE:	FOR THE CHIPOLA FACULTY ASSOCIATION, UFF NEA:
______________________________ PRESIDENT	______________________________ NEGOTIATOR
______________________________ CHIEF NEGOTIATOR	______________________________ NEGOTIATOR
______________________________ NEGOTIATOR	______________________________ CHIEF NEGOTIATOR
______________________________ CHAIRMAN	______________________________ PRESIDENT

APPENDIX

APPENDIX A

FACULTY
SALARY SCHEDULE
CHIPOLA JUNIOR COLLEGE
~~1985-87~~ 1987-89

The salary schedule is divided into two parts. Part I covers the basic school year of two semesters and one summer term including ~~210~~ 207 days. Part II covers the period beyond. The schedule is further divided in the following categories:

A. An earned doctorate.

B. A master's degree with at least 90 graduate semester hours including a minimum of 54 in the subject or administrative area, not more than 12 in junior college or higher education, and not more than 24 in other education or non-subject work (Rank I equivalent).

C. A master's degree with at least 60 graduate semester hours including a minimum of 36 in the subject or administrative area, not more than 9 in junior college or higher education, and not more than 15 in education or non-subject area work.

D. A master's degree and/or Rank II Florida Teacher's Certificate.

E. A bachelor's degree and/or Rank III Florida Teacher's Certificate.

Within the categories described above, salaries are determined by the number of years of teaching experience recognized and the type of contract. Vocational Technical Faculty employed beginning with the 83-84 school year may substitute one year for every year of work experience or a maximum of ten years of recognized and related work experience for teaching experience. Recognized and relevant work experience is that experience acceptable to the Chief Executive Officer and/or his designee.

Only graduate study completed prior to the first day of any contracted year will be counted toward re-assignment of rank for that contractual year.

SALARY SCHEDULE

CHIPOLA JUNIOR COLLEGE FACULTY SALARY SCHEDULE
1987-88

SCHEDULE:	A	B	C	D	E
YEARS EXP:					
0	27,470	25,470	23,970	22,470	19,470
1	27,850	25,850	24,350	22,850	19,850
2	28,230	26,230	24,730	23,230	20,230
3	28,610	26,610	25,110	23,610	20,610
4	28,990	26,990	25,490	23,990	20,990
5	29,370	27,370	25,870	24,370	21,370
6	29,750	27,750	26,250	24,750	21,750
7	30,130	28,130	26,630	25,130	22,130
8	30,510	28,510	27,010	25,510	22,510
9	30,890	28,890	27,390	25,890	22,890
10	31,270	29,270	27,770	26,270	23,270
11	31,650	29,650	28,150	26,650	23,650
12	32,030	30,030	28,530	27,030	24,030
13	32,410	30,410	28,910	27,410	24,410
14	32,790	30,790	29,290	27,790	24,790
15	33,170	31,170	29,670	28,170	25,170
16	33,550	31,550	30,050	28,550	25,550
17	33,930	31,930	30,430	28,930	25,930
18	34,310	32,310	30,810	29,310	26,310
19	34,690	32,690	31,190	29,690	26,690
20	35,450	33,450	31,950	30,450	27,450

APPENDIX A (CONTINUED)

CHIPOLA JUNIOR COLLEGE FACULTY SALARY SCHEDULE PART II
SUMMER SESSION, OVER-LOAD, PART-TIME, SUBSTITUTE

I. Summer Session Salaries:

For full-time certificated instructional personnel employed by separate contract for a second summer term.

A. Academic Division Faculty

1. For a six week or 30 day term: One-seventh of the amount shown for 10 1/2 months or ~~210~~ 207 days.
2. For a period of employment of less than six weeks or 30 days: Proportionate salary based on one above.

B. Vocational Division Faculty

1. For a second six week or 30 day term: One-seventh of the amount shown for 10 1/2 months or ~~210~~ 207 days.
2. For a period of employment of less than six weeks or 30 days: Proportionate salary based on one above.

II. Over-Load Salaries: An over-load salary is defined as compensation for an instructional assignment over and above that normally assigned faculty members. Compensation shall be on the basis of points, as defined elsewhere in the contract. Compensation per point as used in assigning teacher loads shall be ~~125.85~~ 135.85 for the Fall and Spring semesters and ~~$68.61~~ 74.04 per point for a Summer Term.

III. Part-Time Salaries: Regular, full-time certificated personnel who are assigned part-time teaching or other duties for a Summer Term shall be paid salaries in proportion to what they would be paid for full-time duties for a Summer Term as shown above. This means that should a regular full-time certificated person be assigned a 50% teaching load or other duties for a Summer Term, he or she shall be paid 50% of the Summer Term salary as shown above or 1/14 of the amount shown for 10 1/2 months or ~~210~~ 207 days.

APPENDIX A (CONTINUED)

IV. A. Substitute Teachers who are not regular full-time certificated personnel are paid on the basis of rank of Florida Teachers Certificate or proof of degree on file at the College. Employment for a period greater than ten consecutive days will be at a daily rate; for ten days or less, compensation will be on a class hour basis, except in vocational classes where instruction is given on a clock hour basis and the daily rate will be observed.

Rank or Certificate or Degree	Rate Per Class Hour
Doctor's or Master's Degree	$10.00
Bachelor's Degree or Other	$ 8.00

B. Regular or full-time certificated personnel who substitute for other faculty members shall be paid rates per class hour as shown above if they are assigned to substitute and teach for an entire class period. However, if they substitute for more than ten (10) class periods for an individual faculty member, they will be paid on the basis of over-load salaries as shown within this schedule.

C. Inservice and Institute Stipends. The College is authorized to pay stipends plus appropriate staff benefits for faculty participation in Inservice activities and institutes beyond the normal duty schedule.

D. The parties agree that each bargaining unit member shall receive a special signing bonus in an amount equal to the difference between the amount of salary accrued and/or paid for services provided in the ~~1986/87~~ 1987-88 college year through ~~10/31/86,~~ September , 1987, and the amount which would have been accrued or paid had the salary schedule herein approved been fully effective during such term. ~~The bonus shall be paid contemporaneously with each member's regular salary check issued in the month of December, 1986.~~

APPENDIX A (CONTINUED)

V. Retirement Bonus:

Beginning with the 1987-88 school year, a faculty member who would be eligible for the first time to retire under either State Retirement System shall have ten (10%) percent of his annual salary, excluding supplements, added to his annual salary provided that he, by March 1 of the school year prior to the year he first becomes eligible to retire:

A. Completes the necessary procedures through the personnel office.

B. Resigns effective at the end of the Fall, Spring, or Summer Session of the school year in which he/she ~~elects to retire~~ first becomes eligible to retire.

C. A faculty member having duly completed steps one and two above may change his/her retirement date to the end of an earlier session provided he officially makes this change six weeks prior to the date he/she plans to retire.

This sum will be paid upon retirement.

It is specifically emphasized that the above benefits will be payable to an employee only if he exercises his retirement privileges and resigns effective at the end of the first year in which he becomes eligible for regular retirement, under Florida Statutes and to begin immediately to draw benefits.

Further, to be eligible to "retire" and further be eligible for the retirement bonus, the following statutory requirements must be met:

For the 1988-89 school year, an employee who has previously reached regular retirement age as listed below may apply for the retirement bonus plan. All provisions of the plan must be followed and he must file by March 1, 1988. Thereafter only those who reach retirement age for the first time are eligible.

A. Florida Retirement Systems (FRS) Florida Statute 121.021;

Member must meet one of the following:

1. "Completes 10 or more years of creditable service and attains the age of 62."
2. "Completes thirty (30) years of creditable service, which may include a maximum of four years of military service credit so long as such credit is not claimed under any other retirement system, regardless of age."

B. Teacher Retirement System (TRS) Florida Statute 238.07:

Members must meet one of the following:

1. To retire at the age of 60 upon the basis of a standard of service of 35 years (this provision shall be known and referred to throughout this chapter as Plan A); or

2. To retire at the age of 55 upon the basis of a standard of service of 35 years (this provision shall be known and referred to throughout this chapter as Plan B); or

3. To retire of the age of 55 upon the basis of a standard of service of 30 years (this provision shall be known and referred to throughout this chapter as Plan C); or

4. To retire after 25 years of service upon the basis of standard of service of 25 years provided the member has reached age 50; provided, further, however, that a member electing to retire under this provision shall not be eligible to receive the benefits allowed by (8) and (11)(f) (this provision shall be known and referred to throughout this chapter as Plan D); or

5. At normal retirement age which shall be age 60 for those persons whose membership date or last renewal thereof occurred prior to July 1, 1963, and 62 for those persons whose membership date, or last renewal thereof, occurred on or after July 1, 1963 (this provision shall be known and referred to throughout this Chapter as Plan E).

Under Plan A through Plan E, any employee who has thirty (30) years of service under TRS, regardless of age, would be eligible for the bonus.

It shall be the responsibility of each employee to determine eligibility for retirement and to meet the requirements set forth above for collection of the bonus.

APPENDIX A (CONTINUED)

FACULTY SALARY SCHEDULE SUPPLEMENTS

Baseball Coach	$815
Cheerleader/Signals Sponsor	$815
Newspaper Sponsor	$815
Women's Basketball Coach	$815
Theatre Director	$815
VICA Advisor	$815

All class and office hours and location of same to total a minimum of 28 hours academic and 30 hours for vocational faculty. List the remaining discretionary hours for a total of 35 hours by writing discretionary in the hour blocks.

Any change in discretionary hours is to be cleared with the appropriate dean in the vocational division and the division chairman in the academic division.

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	REMARKS
7:50						
8:45						
9:40						
10:35						
11:30						
12:25						
1:20						
2:15						
3:10						
4:05						
6:30						

List below your overload schedule

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	REMARKS

SIGNATURE OF DIVISION CHAIRMAN

SIGNATURE OF INSTRUCTOR

SIGNATURE OF DEAN

APPENDIX C
ADMINISTRATOR'S EVALUATION OF FACULTY MEMBER

NAME OF FACULTY MEMBER EVALUATED: ______________________________

	Exceeds Expectations	Meets Expectations	Below Expectations	Insufficient Information for Evaluation
I. Personal Qualifications:				
A. Grooming				
B. Organizational Ability				
C. Responsibility				
D. Initiative				
E. Personal Professional Growth, Development, and Involvement				
F. Personal Contributions to Institutional Development				
II. Relationships:				
A. With Students				
B. With Peers				
C. With Administrators				
D. With the Community				
III. Professional Performance:				
A. Knowledge of Professional Area:				
B. Professional Performance				

APPENDIX C-1

Definitions of Evaluation Items at the level of "Meets Expectations".

I. Personal Qualifications:

A. Grooming - The faculty member's general appearance and level of personal care are appropriate to the performance of his/her professional duties.

B. Organizational Ability - The faculty member demonstrates the ability in performing his/her professional responsibilities (planning and implementing courses, participation in division or committee meetings or in projects generated by these groups, etc.) to structure information, materials, and/or the efforts of staff into a functional whole.

C. Responsibility - The faculty member demonstrates reliability in meeting his/her professional commitments as demonstrated by: (a) punctuality in meeting with classes, committees, etc., (b) performing assignments (for committees, division, etc.) as promised, and (c) showing sound judgment in decisions related to professional responsibilities.

D. Initiative - The faculty member demonstrates the ability to begin and follow through with plans or tasks relevant to the performance of his/her professional duties in a self-motivated manner.

E. Personal Professional Growth, Development, and Involvement
The faculty member has demonstrated his/her commitment to personal professional growth, development and involvement by performing at least three of the following, which has been verified by required evidence submitted to the administrator performing the evaluation:

1. Stays abreast of current developments in subject area by attending professional meetings (unless institutional travel funds and sanction are not available).

2. Reads professional journals, incorporating important research and information in course material.

3. Strives to improve teaching by observing other teachers, particularly those with local, regional, and national reputations as outstanding teachers.

4. Incorporates experimental, imaginative, and innovative techniques, as well as those with proven merit, in an effort to improve teaching effectiveness.

5. Attends workshops, seminars, and other other professional meetings dealing with effective teaching, new technology, or research relating to learning and teaching (unless institutional travel funds and sanction are not available).

6. Contributes to local, state, and regional professional organizations through membership and active participation.

7. Has enrolled in graduate courses in subject area, and/or in teaching techniques, ideally as part of a personal plan for professional development.

8. Encourages scholarship through informal discussions with colleagues or through formal presentations on campus or in the community.

9. Contributes to the cultural, intellectual and civic life of the campus and the community through presenting or attending public lectures, performances, exhibits, seminars, workshops, or other activity of professional value.

F. Personal Contribution to Institutional Development
The faculty member has demonstrated his/her commitment to the institutional development by performing at least two of the following, which has been verified by required evidence submitted to the administrator performing the evaluation:

1. Accepts assignments on established committees and performs committee work with a professional attitude and professional conduct.

2. Contributes time and talents in dealing with problems which effect institutional image, stability, growth, or general welfare.

3. Accepts the sponsorship of campus student organizations and/or assists in the development of student participation in campus activities.

4. Demonstrates concern for faculty welfare, development, and professional growth through participation in campus professional organizations.

5. Participates actively in student recruitment and retention, contributing time and talent to the implementation of institutional plans in either or both areas.

6. Participates in the development and evaluation of curricula, programs, or activities through membership on task forces, committees, or other organizations charged with evaluation responsibilities.

II. Relationships:

The faculty member's relationships with the groups listed should be good "working relationships:, characterized by mutual respect and cooperation. The faculty member is encouraged to serve his/her community in ways he/she deems appropriate.

III. Professional Performance:

A. Knowledge of Professional Area - The faculty member, through study and experience, has acquired an understanding of the content of his/her professional area.

B. The faculty member demonstrates the ability to impart professional knowledge in an effective manner. For instructional faculty, criteria to be considered include the following:

1. Prepares and distributes course syllabus which is a thorough outline of course requirements in terms of student performance assignments, and procedures, during the first week of class.
2. Uses class time effectively by preparing and executing lesson plans.
3. Grading practice is explained in advance and applied consistently and fairly.
4. Examinations and other student evaluations are reasonable in length (not impossible to complete in allotted time).
5. Examinations and other means of student evaluation relate to student performance objectives.
6. Audio-visual aids and other instructional materials are relevant and meaningful, and are used effectively.
7. Explanation of material is thorough, interesting, and understandable.
8. Students' questions and discussions of course material are welcomed encouraged, and satisfied with appropriate answers and responses.
9. The dignity of every student is respected. The instructor does not embarrass, harass, or belittle students.
10. The atmosphere in the classroom is not tense or frantic, but relaxed and conductive to learning.
11. The instructor is enthusiastic about the subject matter and generates interest and enthusiasm for learning.
12. The instructor uses no abusive or obscene language during class.
13. The instructor does not use the classroom as a forum for airing personal problems, political or religious views, grievances, or other matters irrelevant to the course subject matter.
14. The instructor accepts differences of opinion rationally and with tolerance.
15. The instructor is available to help students with course subject matter outside regular class time, and willingly schedules time for this purpose when students request assistance.

APPENDIX C-2

CLASS OBSERVATION FORM

1. Discuss the instructor's degree of clarity in (a) explaining, (b) questioning and (c) responding to questions.

2. Did he/she seem well prepared (content and organization)?

3. What, if any, teaching or instructional aids (A/V, etc.) were used?

4. Could this particular class have been more effective if aids, or more aids, had been used? If so, describe.

5. What were the most outstanding features of this class?

6. Comment on the instructor's instructional style as exhibited in this class.

7. What comments or suggestions for improvements would you make? (Try to make one constructive suggestion.)

/////////////////////////////STUDENT/EVALUATION/OF/INSTRUCTION
//////////////////////////////////CHIPOLA/JUNIOR/COLLEGE

PLEASE/MARK/YOUR/ANSWERS/ON/THE/OPTICAL/SCAN/SHEET/PROVIDED.

Please/do/not/write/your/name/on/this/form.

When/you/have/completed/this/form,/place/it/in/the/envelope/your/instructor/has indicated.//Immediately/after/this/class/session,/these/evaluations/will/be entrusted/to/the/Division/Chairman,/and/your/instructor/will/not/examine/them until/after/the/final/grades/have/been/turned/in.

This/questionnaire/provides/you/with/the/opportunity/to/express/your/views/about the/course/and/the/effectiveness/of/your/instructor.

Please/take/the/time/to/carefully/and/thoughtfully/answer/these/questions.//Your honest/response/to/these/questions/will/help/your/instructor/to/evaluate/and improve/his/her/effectiveness.

When/you/see/an/"NA"/as/an/answer/option,/this/allows/you/to/select/"NA"/as meaning/the/question/does/not/apply/to/your/situation.

//////////////////////////////////PART/I/-/STUDENT/DATA

1/2/3/4/5/6/7///////1.///Age:///(1)/Below/20/(2)/20-25/(3)/25-35/(4)/35-45
//////////////////////////////(5)/45/and/Above

1/2//////////////////2.///Sex:/(1)/M///(2)/F

1/2/3////////////////3.///Class/status:/(1)/Freshman/(2)/Sophomore/(3)/Part-time

1/2//////////////////4.///This/course/was/(1)/required/(2)/one/I/chose/to/take.

1/2/3/4/5////////////5.///The/course/material/was/(1)/highly/interesting
///////////////////////////(2)/interesting/(3)/moderately/interesting/(4)/not/very
///////////////////////////interesting/(5)/boring.

1/2/3/4//////////////6.///How/convenient/was/the/class/time/and/location/for/yours?
///////////////////////////(1)/very/convenient/(2)/convenient/(3)/inconvenient
///////////////////////////(4)/very/inconvenient.

1/2/3/4/5//NA////////7.///What/grade/do/you/feel/you/deserve/in/this/course?
///////////////////////////(1)/A//(2)/B//(3)/C//(4)/D//(5)/F

1/2/3/4/5//NA////////8.///What/grade/do/you/expect/in/this/course?
///////////////////////////(1)/A//(2)/B//(3)/C//(4)/D//(5)/F

1/2/3/4/5//NA////////9.///What/is/your/college/grade/average?
///////////////////////////(1)/A//(2)/B//(3)/C//(4)/D//(5)/F

PART II - COURSE ORGANIZATION

1 2 3 4 5 10. The objectives of the course were (1) specific and clear (2) fairly clear (3) vague (4) totally unclear.

1 2 3 4 5 11. The assignments were (1) always clear (2) clear most of the time (3) clear sometimes (4) not usually clear (5) never clear

1 2 3 4 5 12. The text(s) was (1) excellent (2) good (3) fair (4) poor (5) there was no text.

1 2 3 13. The course outline (syllabus) was (1) clear and detailed (2) brief and general (3) of very little value.

1 2 3 4 5 14. The instructor's preparation for the class (1) was always excellent (2) was excellent usually (3) was always adequate (4) was usually acceptable (5) was usually poor.

1 2 3 15. Outside reading assignments (library, reserve materials, etc.) were made (1) frequently (2) occasionally (3) never.

1 2 3 4 16. Assignments were closely related to the course objectives and the class discussion (1) always (2) most of the time (3) some of the time (4) never.

1 2 3 4 5 17. How well did this course fulfill its stated objectives? (1) fully (2) well (3) adequately (4) poorly (5) totally missed its objectives.

PART III - CLASSROOM PERFORMANCE

1 2 3 4 18. The class presentations were organized (1) extremely well (2) fairly well (3) poorly (4) very poorly.

1 2 3 4 5 19. How conductive was the class atmosphere to learning? (Relaxed and pleasant as opposed to too noisy or formal.) (1) excellent (2) very good (3) good (4) fair (5) poor.

1 2 3 4 20. Students were encouraged to discuss and ask questions. (1) freely (2) some (3) very little (4) not at all.

1 2 3 4 21. How well could the instructor answer the questions asked? (1) extremely well (2) fairly well (3) not very well (4) poorly.

1 2 3 4 22. Discussion (1) was very helpful (2) was somewhat helpful (3) was of little value (4) was irrelevant.

1 2 3 4 5 23. How often was this class intellectually stimulating? (1) very often (2) often (3) sometimes (4) infrequently (5) never.

1 2 3 4 5 24. Class attendance helped in understanding the course material (1) a great deal (2) quite a bit (3) somewhat (4) little (5) not at all.

~~PART IV - USE OF AUDIO-VISUAL AIDS~~

~~1 2 3 4 25. Audio-visual aids (films, tapes, filmstrips and blackboard) were used (1) very frequently (2) frequently (3) not often (4) almost never.~~

~~1 2 3 4 5 26. In terms of their appropriateness and value, the use of these audio-visual aids was: (1) excellent (2) very good (3) good (4) fair (5) poor.~~

~~1 2 3 27. The amount of audio-visual aids used was: (1) very appropriate (2) generally appropriate (3) inappropriate (too much or too little).~~

~~PART V - INSTRUCTOR INTEREST IN STUDENTS~~

~~1 2 3 4 28. How interested do you think the instructor was in your progress? (very interested (2) interested (3) somewhat interested (4) lacked interest.~~

~~1 2 3 4 29. How willing did the teacher seem to be to assist students with their coursework outside of class? (1) very willing (2) willing (3) neutral (4) unwilling.~~

~~1 2 3 4 30. How difficult was it to contact the teacher outside of class? (1) extremely difficult (2) difficult (3) not difficult (4) I didn't try.~~

~~1 2 3 4 5 31. How frequently did you get constructive criticism of your work? (1) very frequently (2) frequently (3) sometimes (4) infrequently (5) almost never.~~

~~1 2 3 4 5 32. How frequently does this instructor compliment good work? (1) very frequently (2) frequently (3) occasionally (4) almost never (5) never.~~

~~PART VI - TESTING~~

~~1 2 3 33. Is the amount of work appropriate for the credit received? (1) too much (2) about right (3) too little.~~

~~1 2 3 4 5 34. How appropriate was the difficulty level of the exams? (1) very appropriate (2) generally appropriate (3) inappropriate (too hard or too easy).~~

~~1 2 3 4 35. The grading of any subjective questions on the test were fair (1) always (2) almost always (3) almost never (4) never.~~

~~1 2 3 4 36. The text material was balanced appropriately between text and lecture material based on the emphasis of the course (1) always (2) almost always (3) almost never (4) never.~~

PART VII - GENERAL EVALUATION

If any of the following are NOT APPLICABLE, please leave the item blank on your answer sheet.

1 2 3 4 NA 37. The instructor's lecture and class discussions (1) were well related to the reading assignments (text and/or library) (2) were indirectly related to the reading assignments (3) were related to the subject but not to the reading assignments (4) were not related to the text or to the course.

1 2 3 4 5 38. Which answer best describes how much time you worked in this course? (1) too much (2) a great deal (3) an adequate amount (4) not a great deal (5) very little.

1 2 3 4 5 39. How satisfied were you with what you learned in the course? (1) very satisfied (2) satisfied (3) moderately satisfied (4) dissatisfied (5) totally dissatisfied.

1 2 3 4 5 NA 40. In comparison with other courses taken at Chipola, how would you rate this course? (1) very difficult (2) difficult (3) of average difficulty (4) easy (5) very easy.

1 2 3 4 5 NA 41. In comparison with other courses taken at Chipola, how would you rate the quality of this course. (1) excellent (2) above average (3) average (4) below average (5) poor.

1 2 3 4 5 42. How would you rate the overall teaching effectiveness of your instructor? (1) excellent (2) very good (3) good (4) fair (5) poor.

1 2 3 4 5 43. In your opinion, what is the overall quality of academic instruction at Chipola? (1) excellent (2) very good (3) good (4) fair (5) poor.

44. In the space on the back of the optical scan form please take this opportunity to provide your input (positive and/or negative) concerning any aspect of the course or your instructor's performance. What constructive criticism or suggestions do you have for improving the course? Additional paper will be provided if requested.

APPENDIX D

CHIPOLA JUNIOR COLLEGE
SUMMARY EVALUATION FORM

Name of Faculty Member ____

I. Examples of Strength in Narrative Form (from Administrator's Evaluation Form):

II. Areas Needing Improvement, if any (from Administrator's Evaluation Form):

III. Evaluator's Recommendation for Faculty Member to Improve Performance:

IV. Plan of Action:

A. Time Frame for Demonstrating Improvement:

B. Action to be Taken if No Improvement Demonstrated:

APPENDIX D (CONTINUED)

Chipola Junior College - Summary Evaluation Form

It is understood that the signatures of the faculty member and the Chief Executive Officer (or designee) shown below do not constitute a concurrence or approval on the part of the faculty member of this evaluation summary. However, signatures are evidence that the evaluation summary has been completed by the evaluator and that the faculty member has read and understands the entries shown above.

__________________ __________________________________
(Date) (Signature of Evaluator)

__________________ __________________________________
(Date) (Signature of Faculty Member)

The formal observation for the academic year ________ to ________ has been mutually waived.

__________________ __________________________________
(Date) (Signature of Faculty Member)

____
(Signature of Evaluator)

NEW

APPENDIX D

STUDENT EVALUATION OF INSTRUCTION

APPENDIX E

OFFICIAL GRIEVANCE FORM

NAME ____

DEPARTMENT ______________________ ASSIGNMENT ____________

HOME ADDRESS ____________________ HOME PHONE ____________

LEVEL ONE

A. DATE CAUSE OF GRIEVANCE OCCURRED ______________________

B. RELATES TO ARTICLE(S) ______________________ OF CONTRACT

C. STATEMENT OF GRIEVANCE: ______________________

____

____

____

D. RELIEF SOUGHT: ______________________

____

____

____

____

Signature of Grievant Date

DISPOSITION BY IMMEDIATE SUPERVISOR

____

____

____

____

Signature Date

cc: Aggrieved Person
Appropriate Dean or Administrative Officer
President
Association

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APPENDIX E (CONTINUED)

LEVEL TWO

DISPOSITION ______________________________

____

____

____

____

____
Appropriate Dean or Administrative Officer   Date

LEVEL THREE

DISPOSITION ______________________________

____

____

____

____

____
President   Date-

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Collective Negotiations Agreement

BETWEEN

EDISON COMMUNITY COLLEGE

DISTRICT BOARD OF TRUSTEES

Public Employer

AND

EDISON COMMUNITY COLLEGE

FACULTY FEDERATION

Union

November 19, 1986–June 30, 1989

EDISON
COMMUNITY
COLLEGE
1962 - 1987

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PREAMBLE

This Agreement is made and entered into by and between the District Board of Trustees, Edison Community College, hereinafter referred to as the Public Employer, the Board, or the College, and the Edison Community College Faculty Federation, Local 3513, affiliated with FEA/United, AFT, AFL-CIO, hereinafter referred to as the Union or ECCFF. This Agreement entered into through negotiations in good faith, and specifying those agreements reached on terms and conditions of employment, with approval and signature by both parties, shall be effective as of November 19, 1986, and shall remain in full force and effect until June 30, 1989.

ARTICLE 1.

RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent for all full-time personnel on the faculty salary schedule to include (1) teaching faculty, (2) counselors, and (3) Learning Resources faculty, all of whom shall be hereinafter collectively referred to as faculty unless otherwise specified.

Recognition of the Union shall continue as long as the Union remains the certified bargaining agent for the faculty.

ARTICLE 2.

GENERAL PROVISIONS

2.1 SEVERABILITY - If any provision of the Agreement or any application of this Agreement to the parties is held to be contrary to law, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

2.2 WAIVER CLAUSE - Failure to either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

2.3 TOTALITY OF ENTIRE AGREEMENT - The parties agree that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole agreement between the parties for its duration.

Therefore, the Board and the Union during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

2.4 NON-DISCRIMINATION -- The Union and the Board agree that they shall abide by all federal and state laws concerning discrimination. Neither the Board nor the Union shall discriminate against any faculty member for membership or non-membership in the Union.

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ARTICLE 3.

NO-STRIKE AND NO LOCK-OUT

Section A. The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that they will not commit, condone, aid, or abet any act that interferes with the College's operations or the performance of the College's official business, including, but not limited to strike, sit-down, slow down, sympathy strike, picketing, employee demonstrations, stoppage of work, or boycott. Such groups and persons further agree that they will, individually and collectively, take all affirmative action within their power to prevent and stop any act that occurs in disregard of this commitment.

Section B. The Board agrees that it will not cause a lockout of bargaining unit members during the life of this Agreement. It is understood and agreed that lockout means a voluntary, complete cessation of College operations for the sole purpose of bringing economic hardship to bear on the members of the bargaining unit.

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ARTICLE 4.

ECCFF RIGHTS

4.1 DUES DEDUCTION

Section A. The College will deduct and remit dues to the Union when authorized on the form included in Appendix A to this Agreement. Such authorization is revocable by the bargaining unit member upon thirty (30) days notice in writing to both the College and the Union. Authorization for deduction must be received by the College ten (10) working days prior to the payroll payment date. The College will mail a check covering dues deducted from the bargaining unit members and an itemized statement thereof to the Union no later than ten (10) working days following the end of the payroll period.

Section B. An annual service fee of One-Hundred Dollars ($100) shall be paid to the College by the Union for processing the payroll dues deductions for Union dues. This service fee shall remain in effect for the duration of this Agreement and until a successor agreement is ratified by both parties. This annual service fee shall be deducted by the College in a lump sum from the amount of dues remitted to the Union from the April payroll period.

Section C. The Union shall officially certify to the College no later than June 15 each year the percentage to be used in calculating a bargaining unit member's Union dues for the succeeding fiscal year. This certified percentage will appear in the second line of the second paragraph of the Dues Deduction Authorization (Appendix A) when the bargaining unit member signs the authorization. Appendix A is hereby incorporated into and made a part of this Agreement.

Section D. The Union shall hold the Board harmless against any claim, demand, or any form of liability arising from any action taken or not taken by the College, its members, officials, agents, or representatives in complying with the Article or in reliance upon any notice, letter, or written authorization supplied to the College pursuant hereto.

4.2 USE OF FACILITIES, EQUIPMENT, ETC.

Section A. In accordance with Florida Statute §447.509, no faculty member shall miss any class or fail to perform any official duty in order to attend a Union meeting or attend to Union business. Faculty offices and other work areas may not be used for Union meetings or Union business. For purposes of the regular monthly Union meetings, the first Tuesday of each month from 12:30 to 2:00 p.m., the Union may reserve a classroom on either a month-to-month or a fiscal year basis through the Office of the Vice President for Academic Affairs.

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For other Union meetings, the Union may also use the College's classrooms on a space-available basis, by utilizing the standard reservation procedures of the College.

Section B. The Union may place Union materials in the individual mailboxes of faculty members, so long as a copy of all materials thus distributed is supplied concurrently to the President and to the Executive Vice President. The Union is expressly forbidden from utilizing the College mail service, College equipment, College personnel, and/or College materials, except as provided in Section D. of this Article.

Section C. The College will maintain exclusively for Union business one bulletin board in a location determined by the College. The Union may not have access to any other campus bulletin boards.

Section D. The Union may use the College duplicating services for photocopying at the same rate per page charged to any College employee requesting duplicating services for private purposes and in accordance with standard procedures for same.

Section E. The Union agrees that all posted materials and materials placed in faculty mailboxes will be confined to official Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, Union news. Such postings and distribution must have Union approval as indicated by the signature of the Union President or designee on the materials posted and/or distributed. The College reserves the right to remove from the bulletin board and mailboxes any material which does not conform to these provisions or which is controversial or potentially disruptive.

4.3 ACCESS TO INFORMATION

In accordance with Chapter §119, upon written request to the administrator having custody of the public records being sought, public records will be made available to the Union for inspection within two (2) working days of receipt of the written request and during duty days and duty hours of the office maintaining the record. Should the Union submit a written request for a copy or copies of such public records, the Union will be charged for the actual costs per page provided the Union, such copies to be provided to the Union within two (2) working days of receipt of the written request. The actual costs per copy will be determined by the custodian of the records.

ARTICLE 5.

PUBLIC EMPLOYER RIGHTS

Except as limited by the specific and express terms of this Agreement, the Public Employer hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Chapter §447.209, Florida Statutes, or other applicable Florida and federal statutes, and State Board of Education Rules. These unilateral rights include, but are not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment and discipline, suspension, demotion and discharge of faculty (except as modified by this Agreement); to direct, supervise, schedule and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the faculty and operation of the College; to determine the means and methods of instruction; to determine the grading system and courses of instruction; to provide for athletic, recreational, and social events for students and the College district; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by the Public Employer, whether exercised or not, are vested in the Board and the Board shall continue exclusively to exercise such powers, duties and responsibilities, during the period of this Agreement. In carrying out its powers, duties, and responsibilities, the Public Employer may utilize committees, and/or other bodies in a consultative fashion if it so chooses.

ARTICLE 6.

FACULTY RIGHTS

6.1 ACADEMIC FREEDOM - The faculty and Board of Trustees at Edison Community College recognize that the attainment of the objectives of the College is dependent upon a prevailing atmosphere of academic freedom. Members of the faculty are entitled to academic freedom as defined by the following principles:

(1) A faculty member is entitled to full freedom of inquiry and of communication, subject to the adequate performance of other academic duties. In the classroom he/she is free to discuss the subject, but he/she should be careful that any controversial matter is relevant to the subject. While he/she has the right and responsibility to recommend teaching materials, the faculty member has the duty of suggesting materials that are among the best available, germane, and in good taste.

(2) A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, the faculty member should remember that the public may judge his/her profession and the institution by his/her utterances. The faculty member should make every effort to indicate that he/she is not an institutional spokesperson.

(3) A faculty member also has an obligation to uphold the search for truth and the dissemination of knowledge which are important for the maintenance of a free society.

6.2 TEACHING FACULTY WORKLOADS

Section A. A teaching faculty member is defined as a Board employee who, by virtue of a Board-established position and job description, devotes fifty percent (50%) or more of his/her required workload to classroom instruction

Section B. In addition to the duties and responsibilities detailed in the Board-determined job description for full-time teaching faculty, each teaching faculty member is responsible for a minimum of thirty-six (36) instructional hours and a maximum of thirty-nine (39) instructional hours per ten-month contract period. These required teaching loads shall be assigned as follows:

(1) The teaching faculty member will normally be assigned fifteen to sixteen (15-16) instructional hours for each of the Fall and Winter Sessions and six to seven (6-7) instructional hours for each of the Spring and Summer Sessions.

(2) With administrative approval, the teaching faculty member may arrange to complete his/her total ten-month instructional requirement in a different time frame and/or in a different format. Teaching faculty members shall communicate their interest in writing to the respective supervisor by December 1st each year.

(3) Because of the unique nature of certain courses and/or programs, a Division Dean may require the teaching faculty member to complete his/her ten-month instructional hours requirement in a different time frame and/or in a different format.

Section C. An instructional hour is an artificial unit which does not necessarily correspond to either credit hours or contact hours. For purposes of calculation of instructional hours, the following will be used:

(1) Lecture Hours--One instructional hour equals one lecture hour.

(2) Engineering Labs --One instructional hour equals one and one-half lab hours.

(3) Physical Education Activity Classes--Beginning with the Summer Session, 1987, one instructional hour equals 1.25 activity hours.

(4) Language Labs, Art Studio hours, and Secretarial Science Labs (instructor not always present)--One instructional hour equals three lab hours.

(5) Private music lessons--One instructional hour equals one and one-half hours of private lessons.

(6) Instructor supervised labs in Art, Astronomy, Frontiers of Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Electronics, Physics, and Geology (instructor always present)--One instructional hour equals one lab hour.

(7) Coaching duties--When coaching duties are assigned to a full-time teaching faculty member, such duties are to be equated with instructional hours for workload purposes. Such duties will be conducted during the Fall and Winter Sessions only, in accordance with the following instructional hour equivalents:

(a) Basketball, Volleyball,
Softball & Baseball = five (5) instructional hours each.

(b) Golf & Tennis = three (3) instructional hours each.

(7) In courses involving required student field experience, practica, or internships--One instructional hour will be awarded the faculty member for the one required classroom hour per week. For every eight (8) students supervised by the faculty member (or major fraction thereof) the faculty member will receive one additional instructional hour.

Section D. An instructional overload for a teaching faculty member is defined as instructional hours carried by the faculty member in excess of the normal teaching workload specified in Section B.(1) of this Article. A faculty member is not required to accept an overload. Should a faculty member accept an overload, all of the following rules and procedures shall apply:

(1) For either the Fall or Winter Session, a faculty workload of seventeen (17) instructional hours will generate a two (2) instructional hour overload.

(a) For each instructional hour carried beyond seventeen (17) instructional hours, the faculty member will receive overload pay for one (1) overload hour.

(b) The maximum faculty workload is twenty-two (22) instructional hours for the Fall or Winter Session, and any instructional hours beyond twenty (20) must have the specific approval of the Vice President for Academic Affairs.

(2) For either the Spring or Summer Session, a faculty workload of eight (8) instructional hours will generate a two (2) instructional hour overload.

(a) For each instructional hour carried beyond eight (8) instructional hours, the faculty member will receive overload pay for one (1) overload hour.

(b) The maximum faculty workload is twelve (12) instructional hours for the Spring or Summer Session, and any instructional hours beyond ten (10) must have the specific approval of the Vice President for Academic Affairs.

(3) Any departure from the workload assignments under Section B.(2) or (3), of this Article will automatically result in the cancellation of such workload assignments. In such cases, the faculty member's workload will be reassigned in accordance with Section B.(1), of this Article. An end-of-year reconciliation of workload shall occur for the faculty member,

whereby any overload monies due will be paid out at the end of the faculty member's contract.

Section E. The faculty member may also be paid for Supplemental Instructional Hours on a per-contact-hour basis for the instruction beyond the faculty member's required teaching load. Supplemental Instructional Hours is defined as instruction in a credit course of a short-term nature for less than a full term and for less than the full course. A faculty member is not required to provide Supplemental Instructional Hours. However, should a faculty member choose to provide Supplemental Instructional Hours, all of the following policies will apply:

(1) Supplemental Instructional Hours will be determined on a contact hour basis.

(2) Supplemental Instructional Hours will be paid on a contact hour basis in accordance with the Supplemental Instructional Hour pay scale.

Section F. The basic contract for teaching faculty employment will be one hundred ninety-three (193) duty days, each such individual contract period to cover either Summer, Fall, and Winter Sessions, or Fall, Winter, Spring Sessions. A teaching contract of a different length from that specified in this section may be offered at the option of the College to a faculty member in terms of specific program needs, and accepted at the discretion of the faculty member.

Section G. Duties and hours different from those specified in Sections A.-F. of this Article may be assigned to teaching faculty in the Learning Assistance Laboratory, as required by the special needs of the Learning Assistance Program. The specific duties and hours of such assignments will be determined by the College and spelled out in a contract letter to each Learning Assistance faculty member.

Section H. The Board retains the unilateral right to require unique or special contracts which are different in one or more aspects from the provisions of Sections A.-G. of this Article, in any or all of the following types of instances:

(1) Where the faculty member's position is funded (in whole or in part) by grants, financial gifts, categorical funding, or cooperative ventures/agreements with other agencies and/or institutions.

(2) Where enrollment in a program or group of courses has decreased to the point where, in the opinion of the College, a reduction in that program or group of courses becomes necessary. In such an instance, the faculty member whose contract is to be changed will be given notice of such impending change

no later than February 1, preceding the fiscal year when the change is to occur, unless a later notification date is mutually acceptable.

(3) New courses, new instructional programs, or new instructional services instituted by the College involving new faculty positions.

(4) Where, in the opinion of the College, a different teaching approach or structure or arrangement is to be utilized in order to satisfy the program or instructional service needs of students. In such an instance, the faculty member whose contract is to be changed will be given notice of such impending change no later than February 1, preceding the fiscal year when the change is to occur, unless a later notification date is mutually acceptable.

(5) Specific mandates from the State Legislature or by a controlling state agency.

The Board also retains the unilateral right to offer a unique or special contract in order to provide an instructional support service, which would be performed above and beyond the faculty member's usual contracted services to the College. In such an instance, the offer of a special or unique contract may be accepted at the discretion of the faculty member.

The specific terms and conditions of all unique or special contracts will be determined by the College in view of program or service needs and delineated in a special contract letter to each appropriate faculty member.

6.3 NON-TEACHING FACULTY WORKLOADS

Section A. A non-teaching faculty member is defined as a Board employee who, by virtue of a Board-established position and job description, devotes less than fifty percent (50%) of his/her required workload to classroom instruction (e.g., counselors, Learning Resources faculty).

Section B. The basic contract for non-teaching faculty employment will be as follows:

(1) Charlotte and Collier Center Counselors and Learning Resources Faculty--two hundred twenty-eight (228) duty days. The appropriate supervisor may assign a maximum of twenty (20) of these days to each of these faculty from the College's twelve-month duty day calendar.

(2) Fort Myers Campus Counselors:

(a) For the 1986-87 fiscal year--one hundred ninety-three (193) duty days. However, supplemental duty days shall be required of these counselors, and shall normally be shared on a counselor-preference basis. Should, in the opinion of the College, the counselor-preference sharing of supplemental duty days not produce the duty days needed, the College shall assign equally among the counselors the specific supplemental duty days to be worked, up to a maximum of twenty (20) such days per counselor per fiscal year. These supplemental duty days may be from the nine-month, ten-month, eleven-month, and/or twelve month duty day calendar(s).

(b) For the 1987-88 fiscal year--one hundred ninety-three (193) duty days. However, up to a maximum of twenty (20) supplemental days shall be required of each of these faculty per fiscal year. These supplemental duty days shall be assigned by the appropriate supervisor and may be from the ten-month, eleven-month, and/or twelve-month duty day calendar(s).

(c) Beginning with the 1988-89 fiscal year, two hundred twenty-eight (228) duty days. A maximum of twenty (20) of these duty days for each faculty member may be assigned by the appropriate supervisor from the College's twelve-month duty day calendar.

(3) All other non-teaching faculty--one hundred ninety-three (193) duty days.

(4) Non-teaching faculty members are not required to accept contracts for more or less duty days than specified in this Section, (1) through (3), directly above.

Section C. The normal work week for non-teaching faculty shall be thirty-seven and one-half (37½) hours (exclusive of lunch and dinner periods), and the normal work day shall be seven and one-half (7½) hours (exclusive of lunch and dinner periods). However, the specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within non-teaching work areas where the tasks to be performed allow flexibility for the scheduling of non-teaching faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed. When the non-teaching faculty member's work schedule concerns or recommendations cannot be alleviated or met, the reason(s) will be communicated to the faculty member. Upon request, the reason(s) will be given in writing.

Section D. During the processing for original employment, each non-teaching faculty member will be provided a current job description specifically tailored to the position occupied. This job description may contain the specific hours and days to be worked. In such cases, the consultation privileges in Section C. of this Article do not apply. The non-teaching faculty member shall be evaluated annually on the basis of the faculty member's performance as required by his/her job description in effect at the beginning of the faculty member's contract year to be evaluated.

Section E. Special program/service demands may require nonteaching faculty members to work hours in excess of those specified in Section C. of this Article. Such additional hours shall be at the discretion of the immediate supervisor, and shall be exclusive of lunch and dinner hours. Such additional required hours of work shall be counted and recorded by the immediate supervisor as compensatory time, to be taken and used by the faculty member at times specifically approved by the immediate supervisor after consultation with the faculty member.

Accumulated compensatory time shall be taken as expeditiously as possible, and must be taken within one (1) calendar month from the date such time is earned. In no case will accumulated compensatory time be allowed to exceed fifteen (15) hours at any given time. Accumulated compensatory time shall be taken within the same annual contract period in which it is earned and shall not be carried forward to the next annual contract period.

Section F. A non-teaching faculty member may be asked to teach a credit class or classes in their area(s) of expertise outside of or beyond the required thirty-seven and one-half (37½) hour work week. The non-teaching faculty member is not required to accept such a teaching assignment. Should the non-teaching faculty member accept such a teaching assignment, both of the following will apply:

(1) For each instructional hour taught beyond the required thirty-seven and one-half (37½) hour work week, the non-teaching faculty member will receive overload pay for one overload hour.

(2) The maximum teaching overload for a non-teaching faculty member is four (4) instructional hours.

6.4 FACULTY CONTRACTS

Section A. Faculty members will seek to qualify for and the Board will grant continuing contracts in accordance with the provisions of the State Board of Education Rules 6A-14.411 and 6A-14.412.

Section B. Faculty members on annual contract whose contracts are not to be renewed will be notified in writing by the Board's agent not later than February 1, each year.

Section C. A Faculty Contract Recommendation Form will be completed for review by the faculty member prior to January 10, each year. This form will contain in summary format the supervisor's recommendations concerning the contract/employment status, salary status, and contract period for the faculty member for the succeeding year. The faculty member will have five (5) working days to review this form, discuss its contents with his/her supervisor, sign the form, append any comments, and return it to his/her supervisor.

6.5 EMPLOYMENT OUTSIDE THE COLLEGE - The Union and the College recognize that the faculty member is responsible for the full and complete performance of all duties and responsibilities pertinent to his/her position at the College. Edison Community College faculty may be employed part-time outside the College provided:

(1) That such part-time work does not interfere with the assigned duties and responsibilities of the employee or with the efficiency or production of the employee at the College as determined by the immediate supervisor;

(2) That the official connection of the employee with the College is not used by the employee to obtain such part-time employment;

(3) That the employee file (on the appropriate College form) with his/her immediate supervisor notification of the employee engaging in part-time outside employment; and

(4) Notification of part-time outside employment must be filed prior to start of such employment with the employee's immediate supervisor. It is understood that such notification is not for purposes of approval.

6.6 COPYRIGHTS AND PATENTS

Section A. The College shall hold all copyright, ownership, and patent rights to all products produced while a faculty member is fulfilling his/her contractual obligations to the College and/or when College facilities, materials, equipment, time, or money are involved and/or used.

Section B. A faculty member may hold all copyright, ownership, and patent rights to all products that he/she produces provided the products were the results of the faculty member's independent labors.

6.7 SALARY PAYMENT SCHEDULE

Section A. 11-Month Faculty Members--Twelve (12) equal monthly payments on the last working day of each month, except that in December the salary payment will be made on the last faculty duty day prior to the Christmas recess.

Section B. 10-Month Faculty Members--(Fall, Winter, and Spring Contract Period). Ten (10) equal monthly payments on the last working days of September through June, with the tenth payment on the last faculty duty day in June, except that in December the salary payment will be on the last faculty duty day prior to the Christmas recess.

Section C. 10-Month Faculty Members--(Summer, Fall, and Winter Contract Period). Ten (10) equal monthly payments on the last working days of July through April, with the tenth payment on the last faculty duty day in April, except that in December the salary payment will be on the last faculty duty day prior to the Christmas recess.

Section D. In the case of a faculty member who is discharged or who resigns prior to the completion of his/her contract, final salary payment will be made immediately following certification by the supervisor and the Business Office that all the employee's obligations to the College have been completed or resolved, said certification to take place as soon as possible following the employee's last duty day.

Section E. Overloads--On the regular instructional payday for each month for all instructional hours earned during the month.

6.8 FACULTY APPEARANCE BEFORE THE BOARD OF TRUSTEES - Any faculty member may submit to the President in writing an item to be placed on the agenda of the Board of Trustees meeting for the purpose of expressing personal or collective faculty viewpoints provided:

(1) The written request is received by the President at least ten (10) working days prior to the scheduled Board meeting;

(2) The written request specifies the subject to be discussed;

(3) The subject to be discussed is not a proper subject for collective negotiations;

(4) The subject to be discussed is not subject to the Grievance Procedure, as described in Article 8;

(5) The maximum time allowed for presentation of views on any one subject shall be five (5) minutes (the time limit for the discussion of the item may be extended by the Board); and

(6) The number of subjects to be discussed would not preclude the expeditious consideration of other items on the agenda by the Board.

6.9 ATTENDANCE AT UNION MEETINGS

Section A. The College shall not grant temporary duty assignment for a faculty member to attend Union affiliate meetings or to participate in any Union activities. Neither will the College bear any expense for faculty attendance at such meetings or participation in such activities.

Section B. Any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member shall be required to obtain the written approval of the appropriate supervisor for a leave of absence without pay.

Section C. As an exception to Section B., above, any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member may utilize a maximum of two (2) days personal leave per fiscal year, such leave to be chargeable to accumulated sick leave in accordance with appropriate Board Rules. Such absence must have prior approval of the immediate supervisor and provisions must be made for appropriate coverage of the faculty member's duties and responsibilities during the intended absence.

6.10 SAFETY - If a condition exists which a faculty member feels represents a violation of safety, health rules, or regulations, or which presents an unreasonable hazard to persons or property, it shall be communicated to his/her immediate supervisor or the supervisor's designee. The immediate supervisor will report this alleged violation on the College Maintenance Request Form, giving the corrective action requested and the recommended action priority. Such corrective action as deemed appropriate by the College shall be implemented.

6.11 COPIES OF AGREEMENT - The College will provide one copy of this Agreement one time to each member of the Bargaining unit free of charge. In addition, the College will provide five copies of this Agreement to the President of the Union's local chapter free of charge.

6.12 FACULTY OFFICES - The College will provide each faculty member with office space to the extent such space is available within the College. All faculty office spaces will be equipped with at least one (1) desk, two (2) chairs, one (1) two-drawer file cabinet, and one (1) book storage area.

6.13 REDUCTION OF FACULTY

Section A. Any systematic reduction of the total number of faculty members within the bargaining unit shall be made in accordance with State Board of Education Rule 6A-14.411.

Section B. In the event the Board has to systematically reduce the total number of bargaining unit members in mid-fiscal year, the President or his designee will notify the Union in writing of such intended action at least one (1) month prior to such systematic reduction. During the one (1) month period prior to the intended action, the Union will have the right to meet with the President and/or President's designee(s) at reasonable times and places for the purpose of conferring regarding the criteria to be used in the reduction plan.

Section C. In the event the Board has to systematically reduce the number of bargaining unit members at the end of a fiscal year, the President or his designee will notify the Union in writing of such intended action prior to submission of the succeeding year's budget to the Board reflecting such changes. Prior to the submission of the budget to the Board, the Union will have the right to meet with the President and/or President's designee(s) at reasonable times and places for the purpose of conferring regarding the criteria to be used in the reduction plan.

Section D. Although the President may rescind or modify the reduction plan criteria or the proposed reduction based on the discussions in Section B. and Section C., above, neither the President nor the Board shall in any way be obligated to follow the recommendation of the Union in these matters. Neither shall the President or the Board in any way be obligated to delay the intended action. The discussions provided for in Section B. and Section C, above, shall not be construed in any sense to be collective negotiations.

Section E. The provisions of this Article do not apply to terminations or suspensions for cause, or to non-renewals on the basis of considerations relating to the individuals involved, but only to general reductions in force arising out of the economic or operational considerations envisioned in State Board of Education Rule 6A-14.411.

Section F. Any faculty member laid off within the context of this Article may request in writing to be kept on an active faculty applicant list for a period of one year following such lay off. The request must contain the mailing address where a faculty member can be reached during the one year. Should a vacancy occur within the faculty member's field of expertise within that one year, the faculty member will be notified of the vacancy. The faculty member may apply for that position and shall be considered therefore in accordance with normal hiring procedures.

6.14 LEAVES OF ABSENCE - Leave of absence for a faculty member may be granted in accordance with the provisions of appropriate Florida Statutes and State Board of Education Rules for Community Colleges and the provisions for implementing these statutes and rules through the rules, procedures, and policies of the Board.

ARTICLE 7.

FACULTY EVALUATIONS

Section A. Each faculty member will be evaluated by the appropriate supervisor annually for the first five years of that faculty member's employment. Thereafter, each faculty member will be evaluated every five years unless the supervisor feels that a special evaluation is warranted due to problems or concerns regarding the faculty member's performance. Should the necessity arise for such a special evaluation, it will deal only with the problems noted by the supervisor.

Section B. Faculty evaluations will be in writing in a form and format prescribed by the administration. The evaluation procedure delineated in this Article will be completed no later than March 1st of each year.

Section C. Teaching faculty will be evaluated by the appropriate Dean or designated supervisor. Learning Resources faculty members will be evaluated by the Learning Resources Director or designated supervisor. Counselors will be evaluated by the Director of Guidance and Counseling or designated supervisor.

Section D. Each teaching faculty member will be evaluated annually by his/her students in the form, format, and procedure prescribed by the administration. The results of this student evaluation will be discussed between the faculty member and his/her supervisor.

Section E. The administrator performing the evaluation will hold an evaluation conference with the faculty member for the purpose of discussing the complete evaluation including identification of deficiencies and suggestions for improvement. The faculty member shall have a maximum of five (5) working days to review the written evaluation and to respond to any portion or portions of the document. The faculty member shall sign the evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the material presented.

Section F. Once the faculty member has signed the evaluation and appended any comments, it will be processed to the appropriate Vice President for review, comments and signature. The evaluation will then be processed to the President for review, comment, and signature. The evaluation will then be forwarded to the custodian of the personnel records, who will provide the faculty member a photocopy of the completed evaluation (including all signatures and comments), if so requested. The faculty member will have five (5) working days from the date he/she receives the completed evaluation to respond in writing or in person to any additional comments placed in the evaluation by the appropriate Vice President or the President since the faculty member signed the evaluation. At the end of this five (5) day period, the complete evaluation with all addenda will be placed in the faculty member's permanent personnel folder, after which there will be no modifications, additions, or deletions.

Section G. Any alleged false or alleged misleading information in the evaluation will be reviewed by the College upon written request, and removed if determined false or misleading by the College. However, no dispute over an interpretation of "false" or "misleading" will be subject to the Grievance Procedure, Article 8. The professional judgment of the evaluator is not subject to the Grievance Procedure, Article 8.

ARTICLE 8.

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

(1) A "grievance" is defined as, and limited to, a written claim filed by an individual member of the faculty or a group of faculty members alleging a violation of a specific term or provision of this Agreement.

(2) The "aggrieved person(s)" or "grievant(s)" is defined as the individual faculty member or group of faculty members filing the grievance.

(3) A "working day" when used in this Article shall mean, except where otherwise indicated, any day (Monday through Friday) when the College is officially open for business.

8.2 SELF-REPRESENTATION - The faculty member may at any time present himself/herself in any proceedings. The Union President or designee shall be informed of all meetings to discuss grievances and shall have the right to have a non-participating observer present at all such meetings.

In the event that self-representation is invoked by the faculty member, the Executive Vice President will promptly send the President of the Union or designee a copy of the grievance filed. The President of the Union or designee will also receive a copy of the findings of fact and resolution of the grievance from the President of the College and, if appropriate, from the Executive Secretary to the Board of Trustees.

8.3 REPRESENTATION BY THE UNION IN THE PRE-GRIEVANCE INFORMAL DISCUSSIONS - Any faculty member may have a Union representative present during the Pre-Grievance Informal Discussions provided the following conditions are met:

(a) The specific Article and Section of the Agreement where the alleged violation has occurred are noted by the supervisor.

(b) The subject to be discussed is believed to be a potential grievance as defined in Article 8.1.

8.4 REPRESENTATION BY THE UNION IN THE FORMAL STEPS OF THE GRIEVANCE PROCEDURE - If the faculty member notifies the Union and the College in writing that he/she desires representation by the Union, the faculty member shall have the right to be exclusively represented by the Union beginning with the written filing of the grievance with the Executive Vice President and at all times thereafter until resolution of the issue.

8.5 CONSISTENCY - No resolution of any grievance or potential grievance (through informal discussions or through the formal grievance process) will be inconsistent with the terms of this Agreement.

8.6 INVESTIGATION OR PROCESSING OF GRIEVANCE DURING WORKING HOURS- During the preparation and processing of a grievance, the faculty member is to perform all his/her assigned duties and responsibilities. The sole exception to this is that noted under Article 8.14, Section A.

8.7 FILING - No grievance will be considered valid or processed unless the following conditions are all met:

(1) The grievance is submitted in writing on the appropriate College form provided upon request to a faculty member and/or the Union and signed by the grievant(s);

(2) The specific Article and Section of this Agreement are cited where the alleged violation of the Agreement has occurred;

(3) The alleged violation is specified in detail with pertinent facts;

(4) The specific remedy being sought is specified;

(5) The grievance is timely submitted; and

(6) The alleged violation of the Agreement has resulted in the deprivation of a right or benefit expressly conferred by the Agreement.

8.8 TIME LIMITS - The time limits delineated throughout this Article shall be strictly adhered to by all parties unless specific time limits are extended by mutual consent in writing by the parties. The number of days at each level of the procedure is considered as maximum and the parties will endeavor to expedite the process whenever possible.

Failure of the grievant to process the grievance within the time limits specified shall result in dismissal of the grievance. Failure of the Board or the administration or their representatives to take the required action within the time limits specified shall entitle the grievant to proceed to the next step of the procedure.

8.9 ELECTION OF REMEDIES - The commencing of legal proceedings against the Board or any administrator or managerial employee employed by the Board or any member of the Board in a court of law or equity or before PERC, or before any other administrative agency, by a faculty member or a group of faculty members for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such faculty member or group of faculty members of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation of the terms of this Agreement.

Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights of the faculty member or group of faculty members to judicial review of agency actions pursuant to Florida Statutes, Chapter §120.

8.10 PRE-GRIEVANCE INFORMATION DISCUSSION - In the event that a member(s) of the faculty believes that he/she has a basis for a grievance (and before a formal written grievance is filed), the faculty member(s) shall first informally discuss the basis of the grievance with the immediate administrative supervisor within thirty (30) working days from the alleged violation of this Agreement. The immediate administrative supervisor will render a verbal decision to the faculty member within fifteen (15) working days from the date the first discussion was held. In the event the immediate administrative supervisor is not available during the thirty (30) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure. If the alleged grievance is with the immediate administrative supervisor, the Pre-Grievance Information Discussion will be pursued upon the return of the immediate supervisor. Otherwise, the acting supervisor will serve instead of the immediate supervisor.

8.11 FORMAL GRIEVANCE PROCESS

Section A. Step One. If, after informal discussion with the immediate administrative supervisor or acting administrative supervisor, the faculty member is not satisfied with the decision resulting from these discussions, he/she may file in writing, on the appropriate College form, a formal grievance signed by the aggrieved person(s). The grievance shall be filed with the Executive Vice President within ten (10) working days from the date the verbal decision was given by the supervisor in Article 8.10. The Executive Vice President will investigate the grievance in any manner he/she deems appropriate, so long as parties to the grievance are allowed to present evidence and argument to support their positions. The Executive Vice President will reduce his/her findings of fact and recommendations to writing and will forward these to the President within fifteen (15) working days from the date the grievance is received by the Executive Vice President.

The President will review the grievance and findings of fact and recommendation of the Executive Vice President in any manner deemed appropriate by him/her and render a written decision within fifteen (15) working days from the date he/she receives the grievance materials from the Executive Vice President. The decision of the President will be communicated to the aggrieved person(s) by either certified mail or hand delivery.

Section B. Step Two. If the aggrieved person(s) is not satisfied with the decision of the President, the decision may be appealed to the Board of Trustees. The appeal must be in writing, on the appropriate College form, and must be transmitted through the President within ten (10) working days from the date the grievant(s) received the President's decision. The Board will review the full record of the grievance in a public hearing within the inclusive time frame of the three regularly scheduled Board meetings following the President's receipt of the grievant(s)'s request for appeal to the Board. The action of the Board will be communicated to the aggrieved person(s) in writing within ten (10) working days from the date of the final Board action. Final action by the Board must take place within the inclusive time frame of two consecutive regularly scheduled Board meetings, dating from the initial hearing of the grievance by the Board.

Section C. Step Three. If the aggrieved person(s) is not satisfied with the decision of the Board, the Union may appeal to arbitration. The decision to appeal to arbitration will be in writing, addressed to the President, and received by the President within ten (10) working days after receipt of the Board's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

8.12 SELECTION OF THE ARBITRATOR - Within ten (10) working days of receipt by the President of the aggrieved person's notification to appeal to arbitration, representatives of the President and the Union shall meet for the purpose of selecting an arbitrator. If, within ten (10) working days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

8.13 AUTHORITY OF THE ARBITRATOR

Section A. The arbitrator shall be limited to the grievance submitted. The first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendations as to the merits of the grievance, and the grievant shall be considered to be the losing party. Upon concluding that the issue is arbitrable , the arbitrator shall normally proceed with the hearing at that time.

Section B. The power of the arbitrator shall be limited, prospective in nature, and shall not extend to the revision of salary schedules, rates of pay, workloads, or work assignments. In cases involving discharge and/or suspension without pay, the arbitrator's power in such cases shall be limited to reinstatement and/or the amount of back pay due, if any. If the arbitrator's award includes back pay, interim earnings from other sources shall be deducted from the award.

Section C. The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes, Chapter §682, shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. Arbitration shall be confined solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

Section D. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective actions.

Section E. The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

Section F. The decision or award of the arbitrator shall be final and binding provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, Chapter §682.

8.14 CONDUCT OF THE HEARING

Section A. If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance shall be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Section B. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

8.15 DISPOSITION - The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by certified mail, return receipt requested.

8.16 FILES - The original written grievance, the written appeals at each level/step, the written decisions at each level/step, and the written decision of the arbitrator will be maintained in a confidential file designated by the President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's permanent personnel file.

8.17 PROCESSING - The filing or pendency of any grievance, or of arbitration proceedings under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or by failure to reappoint. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

8.18 COSTS OF ARBITRATION - If the arbitrator rules partially for the grievant and partially for the employer, the parties shall share equally in the total costs of arbitration; otherwise, the losing party shall pay the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

ARTICLE 9.

SALARY AND FRINGE BENEFITS

9.1 INSURANCE

Section A. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same major medical plan as provided to all other full-time permanent employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College. The costs of family coverage shall be paid by the bargaining unit member, if such coverage is desired.

Section B. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same life insurance coverage as provided to all other full-time employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College.

9.2 SALARY - The parties agree that the salary schedule for members of the bargaining unit will be as described in Appendix B attached to and made a part of this Agreement.

9.3 REOPENER CLAUSE - During the duration of this Agreement, it is agreed that the Union may initiate a reopening of negotiations each year on Article 9.2 only. The Union may initiate a reopening of such negotiations by notifying the President in writing of its intent no earlier than June 1, and no later than July 15, of the year the Union wishes to reopen.

9.4 TUITION WAIVERS

For the duration of this Agreement, the College agrees to provide to members of the bargaining unit the same tuition waiver coverage as provided to all other full-time employees of the College.

9.5 TERMINAL PAY

Section A. Each member of the bargaining unit shall receive terminal pay for accumulated sick leave upon official retirement, provided that both of the following conditions have been met:

(1) The faculty member must have completed ten (10) years of full-time service at the College, and

(2) The faculty member must have attained eligibility to receive and must have requested retirement benefits under one of the Florida retirement systems (i.e., Teacher Retirement System, Florida Retirement System, or Florida State and County Officers and Employees Retirement System).

Section B. The total amount of terminal pay to be received under the provisions of Section A. of this Article shall be derived by the daily rate of pay of the faculty member's last annual contracted salary for ten (10) months (exclusive of any supplemental, interim, substitute, overload, or media contracts, or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) multiplied by the number of days of accumulated sick leave multiplied by fifty (50) percent.

Section C. If a faculty member's full-time service at the College is terminated by death, the faculty member's beneficiary (designated on the latest retirement beneficiary form filed) shall receive terminal pay for the faculty member's accumulated sick leave in an amount determined by the daily rate of pay of the faculty member's annual contracted salary for ten (10) months (exclusive of any supplemental, interim, substitute, overload, or media contracts, or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) at the time of death multiplied by the number of days accumulated sick leave multiplied by the appropriate percentage below:

(1) During years one through four of full-time service, thirty-five (35) percent.

(2) During years five through seven of full-time service, forty (40) percent.

(3) During years eight through ten of full-time service, forty-five (45) percent.

(4) During and after the eleventh (11th) year of full-time service, fifty (50) percent.

Section D. If a faculty member retires and receives terminal pay under this Article, all unused sick leave shall become invalid. If a faculty member retires without receiving terminal pay under this Article, and interrupts retirement to return to full-time faculty employment with the College, the faculty member's previous accumulated unused sick leave at the College shall be reinstated.

Section E. If a faculty member's full-time service at the College is terminated by death and no beneficiary has been named by the time of death, the College shall not be held liable for any terminal pay amount under this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Lee County, Florida, as of the days and dates listed below:

Edison Community College
District Board of Trustees

By: Michl K. Gray
Title: Chief Negotiator
Date: November 11, 1986

By:
Title: President
Date: 11/17/86

By: Jody H. Hendry
Title: Chairman of the Board
Date: 11-18-86

Edison Community College Faculty Federation
Local 3513, Affiliated with
FEA/United, AFT, AFL-CIO

By: Martha Ambrose
Title: Chairperson, Union Bargaining Committee
Date: Nov. 3, 1986

By: Muriel M. Allen
Title: President, ECCFF
Date: November 3, 1986

APPENDIX A.

DUES DEDUCTION AUTHORIZATION

FOR

Edison Community College Faculty Federation, Local 3513, Affiliated with FEA/United, AFT, AFL-CIO

I, ________________________________, hereby authorize Edison Community College to deduct from my wages and transmit to the Edison Community College Faculty Federation, Local 3513, affiliated with FEA/United AFT, AFL-CIO, Union dues.

Payroll dues deduction will be made monthly, in an amount derived by dividing .9% of my annual contracted salary (exclusive of any supplemental contracts) by the number of my pay periods remaining in the fiscal year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers or representatives from any liability thereof.

This authorization shall be cancelled and deductions stopped if:

(1) I am no longer employed within the bargaining unit represented by the Edison Community College Faculty Federation, Local 3513, affiliated with FEA/United AFT, AFL-CIO; or

(2) The Edison Community College Faculty Federation, Local 3513, affiliated with FEA/United AFT, AFL-CIO ceases to remain the certified bargaining agent for the faculty in the bargaining unit; or

(3) I give Edison Community College and the Edison Community College Faculty Federation, Local 3513, affiliated with FEA/United AFT, AFL-CIO written notice of desire to cancel this authorization for deduction of dues within thirty (30) days prior to the payroll payment date.

____

Signature of Bargaining Unit Member

____

Date

APPENDIX B

EDISON COMMUNITY COLLEGE

FULL-TIME FACULTY SALARY SCHEDULE

A. NEW FACULTY TEN-MONTH CONTRACT SALARY FOR SESSIONS SUMMER-FALL-WINTER, OR FALL-WINTER-SPRING (For those faculty whose full-time contracts began on or after June 26, 1986):

SCHEDULE I: Bachelor's Degree (Technical areas only).....Base of $18,734

SCHEDULE II: Master's Degree ....Base of $19,720

SCHEDULE III: Master's Degree plus 30 approved Semester Hours beyond Master's or 45 approved Quarter Hours*..................Base of $20,706

SCHEDULE IV: Master's Degree plus 60 approved Semester Hours beyond Master's of 90 approved Quarter Hours*..................Base of $21,692

SCHEDULE V: Doctorate....................................Base of $23,270

The following steps are to be followed in computing a new faculty member's salary:

1. The faculty member is placed on one of the five schedules above according to academic degree earned. The degree must be in the subject area to be taught.
2. $100 is allowed an incoming faculty member for each year of verifiable teaching experience (10 years maximum), and this total is added to the base on the appropriate schedule.

B. RETURNING FACULTY TEN-MONTH CONTRACT FOR SESSIONS SUMMER-FALL-WINTER, OR FALL-WINTER-SPRING (For those faculty whose full-time contracts began on or after June 27, 1985 and prior to June 26, 1986):

For 1986-87, the faculty member will receive the higher of the following two salaries:

1. The beginning salary for new faculty as described in Section A., above, or
2. The salary for returning faculty as described in Section C., below.

---

*These hours must be approved by the Vice President for Academic Affairs as appropriate to the instructor's teaching field. Verification of these hours must be accomplished prior to September 15.

C. RETURNING FACULTY TEN-MONTH CONTRACT FOR SESSIONS SUMMER-FALL-WINTER, OR FALL-WINTER-SPRING (For those faculty whose full-time contracts began prior to June 27, 1985):

1986-87 salary increases to returning faculty will be granted for demonstrated proficiency, the amount to be based on the supervisor's professional judgment of the faculty member's performance the previous year. For 1986-87, the supervisor has the option of recommending that the faculty member's 1985-86 contracted salary for ten (10) months (exclusive of any supplemental, interim, substitute, overload, or media contracts or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) be increased by 0%, 25%, 50%, 75%, or 100% of 11% increase on current salary, or $3,000 for demonstrated proficiency.

NOTE: No returning faculty member will earn less than the beginning salary for new faculty described in Section A., above.

D. NINE-MONTH CONTRACT SALARY FOR FALL AND WINTER SESSIONS:

Salary amount = 10-month salary ÷ the number of duty days
in the 10-month contract x the number of duty days
to be worked in the 9-month contract.

E. ELEVEN-MONTH CONTRACT SALARY (ALL FOUR SESSIONS):

Salary amount = 10-month salary ÷ the number of duty days
in the 10-month contract x the total number of
duty days to be worked in the 11-month contract.

F. INTERIM CONTRACT SALARY (ONE SESSION ONLY):

Salary amount = 10-month salary ÷ the number of duty days in
the 10-month contract x the total number of
duty days to be worked in the interim contract.

G. SUPPLEMENTAL DAYS CONTRACT SALARY (DAYS CONTRACTED BEYOND THE PERSON'S NORMAL CONTRACT PERIOD BUT LESS THAN A FULL SESSION (Effective 1/1/87):

Salary amount = 10-month salary ÷ the number of duty days in
the 10-month contract x the total number of
supplemental days to be worked.

H. SALARIES FOR FULL-TIME INSTRUCTORS USED AS SUBSTITUTES AND FOR SUPPLEMENTAL INSTRUCTIONAL HOURS:

Bachelor's = $16 per contact hour
Master's = $17 per contact hour
Master's + 30 = $18 per contact hour
Master's + 60 = $19 per contact hour
Doctorate = $20 per contact hour

I. OVERLOAD PAY:

Full-time instructors are paid for additional teaching beyond their normal contractual commitments during a regular session on a per-instructional hour basis. The amount of pay is determined by (a) the degree held by the instructor, and (b) the number of instructional hours of the additional teaching, as determined in Article 6.2 of this Agreement.

Degree	*Per Instructional Hour
Bachelor's	$294
Master's	$310
Master's + 30	$325
Master's + 60	$341
Doctorate	$366

*Compensation for portions of an instructional hour shall be computed by multiplying the rate for one instructional hour by the appropriate fraction to be paid of the instructional hour.

J. SALARIES FOR PRE-PACKAGED MEDIA COURSES OFFERED FOR CREDIT:

The pre-packaged media course instructor will be paid $225 for each course credit hour.

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Agreement Between
The District Board of Trustees
of
Hillsborough Community College
and the
Faculty United Service Association
of
Hillsborough Community College

1986 - 1989

2yr

fusa

Faculty United Services Association
Hillsborough Community College
Post Office Box 30030
Tampa, Florida 33630
Telephone: (813) 879-7222

AGREEMENT

between

HILLSBOROUGH COMMUNITY COLLEGE
CHAPTER

of the

FACULTY UNITED SERVICE ASSOCIATION

AN AFFILIATE OF UNITED FACULTY OF FLORIDA

FLORIDA TEACHING PROFESSION

NATIONAL EDUCATION ASSOCIATION

AND

THE DISTRICT BOARD OF TRUSTEES

OF

HILLSBOROUGH COMMUNITY COLLEGE

August 25, 1986 to August 25, 1989

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PREAMBLE

Hillsborough Community College, hereinafter called "the College," exists to assist with and provide for the propagation of knowledge and is dedicated to the pursuit of knowledge and its dissemination to the people of Hillsborough County, the state of Florida and the nation.

Both the Board of Trustees, hereinafter called the "Board," and the FUSA-HCC, UFF-FTP-NEA, recognize and declare that providing a quality education for students attending the College is their mutual goal, and that the character of such education depends predominantly upon the quality and morale of the employees of the College.

The Board and the Association further recognize that in a free, democratic society, the College best serves its community as an open, intellectual forum rather than as a stronghold of rigid tradition. Both parties further hold that it is the charge of the College to foster recognition of individual freedom tempered with social responsibility, a meaningful awareness of and respect for the constitutions of the United States and the state of Florida, and an appreciation of the values of individual personality.

ARTICLE I

INTRODUCTORY CLAUSE

This Agreement is entered into this 1st day of July, 1986, by and between the Board of Trustees of Hillsborough Community College (the "Board") and the Faculty United Service Association, Hillsborough Community College Chapter of the United Faculty of Florida, an affiliate of the Florida Teaching Profession and the National Education Association (the "Association").

The Parties Agree as Follows:

The parties recognize and appreciate their mutual interdependence and goal of bringing quality higher education to the people of the College district, and that this goal and other duties imposed upon them by the laws of the state of Florida may most effectively be discharged by and through the execution and performance of the terms and conditions set forth in this Agreement. The parties have therefore interdependently and mutually determined, free of coercive influence and in accordance with law, to set forth herein their rights and duties relative to all negotiable issues as set forth in the regulations and the laws of the state of Florida.

ARTICLE II

DEFINITIONS

ADMINISTRATOR (Supervisor) - shall mean an employee so designated as an administrator by the Board.

AGREEMENT (Master Contract)- shall mean the contract which has been mutually agreed upon between the Board and the Association.

ASSOCIATION (FUSA-HCC, UFF-FTP-NEA) - shall mean the elected and recognized bargaining unit of Hillsborough Community College.

BOARD (Board of Trustees) - shall mean the District Board of Trustees of Hillsborough Community College.

COLLEGE - shall mean the Hillsborough Community College.

CONTRACTS:

Basic Year Contract - consists of those class days in Fall, Spring and either Summer I or Summer II terms, plus no more than five (5) in-service days. The total number of duty days will not exceed 193.

College Year Contract - consists of those class days in Fall, Spring, Summer I and Summer II terms, plus no more than six (6) in-service days. The total number of duty days will not exceed 229.

Administrative Twelve Month Contract - consists of no more than 261 duty days including paid vacation days.

DAYS OF SERVICE - shall include all days in which an employee is assigned responsibilities for the program of the Community College in accordance with terms of this Agreement and policies of the Board. This includes not only actual teaching service but such other responsibilities as registration, counseling, conference periods, and examination periods, etc.

WORK WEEK - a normal work week shall consist of not more than five (5) calendar days, Monday through Friday. If where no other alternative exists, a faculty member is given a Saturday assignment in order to fulfill his/her regular load, then his/her work week schedule will be adjusted to not more than five consecutive calendar days.

4-Day Work Week - when the Board approves a compressed work schedule to implement a four (4) day work week, the four (4) day work week will be considered equivalent to the normal five (5) day work week.

In-Service Day - a non-teaching contractual day of service.

EVALUATION - shall mean the written assessment of an employee by his/her immediate administrator concerning the employee's performance of his/her primary responsibilities. Evaluation shall not be an assignment for any faculty member.

FACULTY shall mean:

Instructional Faculty - those faculty members whose primary responsibility is teaching.

Counseling Faculty - those faculty members whose primary responsibility is counseling.

Library Faculty - those faculty members whose primary responsibility lies within the Library or related area.

as described by PERC - all full-time professional personnel with faculty status including instructional personnel, librarians, counselors, and health service personnel.

Excluded: - all other employees, including managerial and other classified employees (as defined by the Hillsborough Community College in the Classified Salary Schedule), confidential employees and security employees.

FUSA-HCC - shall mean the Faculty United Service Association of Hillsborough Community College, affiliated with the United Faculty of Florida (UFF), the Florida Teaching Profession-National Education Association (FTP-NEA); and the National Education Association (NEA); the elected and recognized bargaining agent for the faculty of Hillsborough Community College.

HOURS shall mean the following:

Clock Hour - Sixty (60) minutes

Contract Hour - Fifty (50) minutes

Semester Hour - the unit of course credit as specified in the College catalog.

NORMAL COURSE ASSIGNMENT - the normal assignment for full-time faculty members under a Basic Year Contract consists of the following:

Term I - 15 credit hours (or its equivalent)

Term II - 15 credit hours (or its equivalent)

Term III OR Term IV - 6 credit hours (or its equivalent)

PERC - shall mean the Public Employees Relations Commission of the state of Florida

PRESIDENT - shall mean the Chief Executive Office of the College.

STUDENT EVALUATION OF FACULTY - shall mean that formal questionnaire currently in use which is completed during class sessions and which is utilized only for instructional improvement. These evaluations are not placed in a faculty member's personnel file.

PROVOST (Campus) - shall mean Chief Administrative Officer of a campus within the Hillsborough Community College District.

PROFESSORIAL RANK - refers to Article 14.08 (Instructor, Assistant Professor, Associate Professor, and Professor).

SALARY RANK - refers to Article 14.01, 14.02, 14.03 (III, II, II+, I).

ARTICLE III

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all full-time professional personnel with faculty status including instructional personnel, librarians and counselors, whether under contract, on leave, employed or to be employed by the Board and excluding all other employees including managerial, classified employees, and confidential employees (as defined by the Hillsborough Community College Pay Plan.)

The term "faculty" or "faculty member" as used herein shall refer to all persona represented by the Association and to no other. The use of masculine pronouns may be understood to mean feminine pronouns and the use of singular pronouns may be understood to mean the plural.

ARTICLE IV

GENERAL PROVISIONS

4.01 Discrimination:

Pursuant to federal and state laws, the parties agree that they shall not, either individually or mutually, discriminate against any person because of race, color, creed, age, handicap, national origin, sex, marital status, or membership or non-membership in any organization.

4.02 Severability:

If any word, phrase or provision of this contract of any applications thereof to any member of the Association's bargaining unit or to the parties is held to be contrary to law by an arbitrator or a court of competent jurisdiction, such word, phrase or provision of application will only be deemed valid and subsisting to the extent permitted by laws, but all other words, phrases, provisions and applications will continue in full force and effect. The parties will mutually agree upon a date for the purpose of re-negotiation in good faith, the provisions affected by such holding.

4.03 Forms:

Such printed forms as are used in the implementation of maintenance of this contract shall be jointly developed by a committee mutually agreed upon by the parties. Cost of printing such forms

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shall be shared equally by both parties except the Grievance Procedure Forms and Dues Checkoff Forms, which shall be borne totally be the Association.

4.04 Controlling Clause:

Upon ratification this contract shall become the official policy of the Association and the Board. Any conflict between the provisions of this contract and any Board policies or practices shall be mutually resolved in favor of the terms and conditions of this contract. No change, recision alteration, or modification of this contract shall be valid unless mutually agreed upon by the parties and endorsed by written addendum hereto.

4.05 Waiver Clause:

Regardless of any procedure set forth in this contract the parties have the right to mutually agree upon any method for achieving goals or for the resolution of any question, controversy, claim or matter of difference related to this Agreement or the performance or breach of any part thereof.

Failure of either part to require performance by the other party of any condition herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any condition herein be taken or held to be a waiver of said conditions thereafter. The rights, duties and obligations of the parties hereto shall not be assigned or transferred without the parties' mutual consent.

ARTICLE V

ASSOCIATION RIGHTS

5.01 Unit Integrity:

The parties agree that the composition of the bargaining unit will remain as defined by the PERC, State of Florida, and that management responsibilities involving evaluation will not be assigned to bargaining unit member.

5.02 Facilitation of Faculty Relations

When it is necessary for the President of the Association or his/her designee(s) to engage in activities directly relating to grievance proceedings or contract policing which cannot be performed other than during their scheduled teaching hours, or are the result of any emergency situation, the Association's representatives shall be given such time, without loss of pay, as is necessary to perform any such activities. Such representative(s) shall notify his/her immediate supervisor of the need for time off for the performance of the above activities and such time shall be limited to no more than six (6) hours to be divided among no more than three (3) representatives per week per campus. The Association shall provide in writing, to each campus Provost and the Director of Personnel, a current list of certified Association representatives at each campus within thirty (30) days after ratification of this Agreement and/or ten (10) days after new representatives are selected by the Association.

5.03 Access to Unit Members:

The college will provide an assigned bulletin board at each campus for Association use.

5.04 Internal Mail Service

The Association has the right to use the College Mail Service to communicate with members of its bargaining unit, providing the Association complies with the administrative procedure governing the internal mail system.

5.06 Access to Facilities:

The Association shall have the right to use assignable College facilities and equipment at reasonable times when such equipment is not otherwise in sue. FUSA shall reimburse the Board for the actual cost of all materials and supplies used.

If the Association requests the use of facilities at a time when the facilities are not normally available, then the Association agrees to reimburse the Board for all costs associated with making the facility available. The administration may choose not to levy a charge for the facility. Written authorization shall be obtained from the individual responsible for assigning the facility. The Association will provide a list of FUSA Council members and officers to each campus provost and Director of Personnel. The list will designate the names of those FUSA members authorized to request use of facilities.

5.06 Access to Information:

The Board of Trustees agrees to furnish the Association, via its President, upon request, information concerning financial resources of the College, including the current annual financial report; register of certified faculty members with full-time status; annual budgetary proposals to the Board of Trustees; one (1) complete agenda and minutes of each Board of Trustees meeting; and names and addresses of all faculty members within the above specified bargaining unit, and upon reasonable request, provide access to any other date obtainable under the provisions of Florida Statute 119, the Association shall limit its request for copies of any document to one per document unless otherwise mutually agreed upon. If the Association requests more than one copy of a document, a flat fee of 10 cents per sheet will be charged.

Failure to pay within sixty (60) days from billing for copies of documents requested by the

Association President may result in the discontinuance of the administration providing this service.

5.07 Membership Dues Deduction:
The Board agrees to bi-weekly deduction of dues from the salary or wages of members of the bargaining unit upon presentation of authorization to the Board by the Association. The employee's initial written authorization for dues deduction shall include the employee's name, social security number, and Association name and will be filed with the College. All monies collected by the Board will be provided the Association each pay period along with an itemized list of deductions provided that such authorization is re revokable at the employee's request upon thirty (30) days written notice to the employer and the employee organization. The administration will access each faculty member one dollar ($1.00) per year. The fee is to be deducted as part of the first deduction each year.

The Association shall indemnify and hold the Board harmless against any and all claims, suits, orders, of judgments brought or issued against the Board as a result of the action taken or not taken by the Board under the provision of this Article. Nothing shall be construed to limit the right of either party to bring an action against the other.

5.08 Presidential/Association Conference:

The President of HCC will endeavor to meet at least once each major term with the Association Council to discuss matters of concern to both parties. It is understood that these meeting will occur at a time convenient for the parties.

ARTICLE VI

FACULTY RIGHTS

6.01 Faculty Rights:

All rights, privileges and benefits enjoyed by the employees during the term of this contract shall remain in effect for the duration of this contract.

6.02 Academic Freedom:

The Board and the Association agree that institutions of higher education are conducted for the common good and not to further the special interest of either the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both the educational process and research. Freedom in research is fundamental to the protection of the rights of the teacher in teaching and of the students to freedom in learning. It carries with it duties correlative with rights.

The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance on his/her academic duties.

In performing primary responsibilities, the faculty member is entitled to freedom to devise and select teaching strategies and educational materials and to use them to present his/her subject. Furthermore, (s)he will use discretion when introducing controversial material.

The College recognizes that a faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When (s)he speaks or writes as a citizen (s)he should be free from institutional censorship or discipline, but (s)he should be aware that his/her special position in the community also imposes special obligations.

It is recognized by the faculty member that the public may judge the profession and the College by his/her utterances. Hence, the faculty member shall endeavor at all times to be accurate, exercise appropriate restraint, show respect for the opinions of others, and indicate that (s)he is not an institutional spokesperson.

6.03 Involuntary Change in Status:

Any discharge, demotion, or other involuntary change in a faculty member's status shall be for just cause in the best interests of the College.

6.04 Due Process and Just Cause:

Faculty members are entitled to procedural due process rights as defined by laws when faced with disciplinary action or discharge. A faculty member shall be provided written notice of unsatisfactory performance or other conditions which may result in her/her discipline or dismissal. Such notices shall be sufficiently specific and within a reasonable time-frame to permit said employee to correct any demonstrable deficiencies.

6.05 Assignments:

New faculty members are assigned to positions in the College where they are best needed as determined by the administration. When a vacancy in an existing position occurs and the need for the position still exists or a new position becomes available:

A. the position will be filled by a faculty member with full-time status or by an applicant who will become a faculty member with full-time status.

B. qualified full-time faculty will have first option on the position.

C. a faculty member's written request to transfer must be forwarded to the Director of Personnel by the deadline established and printed in the Internal Notice of Vacancy. The faculty member requesting the transfer will be informed in writing of the acceptance or denial of his/her request by the Personnel Division. The rationale for the denial shall be stated in writing and given to the faculty member. Denial of a faculty member's request for a transfer shall be for just cause.

The faculty member will be informed when the Board finds it necessary to involuntarily transfer his/her to another work location or discipline. No involuntary transfer will be made for arbitrary, capricious and/or punitive reasons, including a faculty member's refusal to accept managerial responsibilities. In the event that it is necessary to involuntarily transfer a member of the faculty from a given location, volunteers from that location will be chosen first provided the volunteer is qualified.

6.06 Right to Privacy:

The private or personal life, including religious or political activities of a faculty member, is not the appropriate concern of the Board of Trustees, unless the action(s) of the faculty member(s) is demonstrably detrimental to the College or constitutes grounds for disciplinary action under the law.

6.07 Personnel Files:

Any faculty member shall have the right, upon request, to examine the contents of any and all materials sent to Personnel for storage in his/her personnel files in accordance with the laws of the State of Florida, the Rules and REgulations of the State Department of Education and the policies of the Board of Trustees of Hillsborough Community College. All community college records which relate to faculty performance or evaluation are limited access records and may be released only upon written authorization from the faculty member or College President.

No derogatory material or written reprimand will be placed in a faculty member's file without his/her knowledge.

If the faculty member disagrees with the content of any material in his/her files (s)he has the right to answer and to have his/her answer attached to the original document.

In the event written authorization to review the files has been granted, such written authorization shall be left in the personnel file.

6.08 Royalties, Copyrights and Patents:

A faculty member may hold all copyright, ownership, royalties and patent rights to all products that (s)he produces provided the products were the results of the faculty member's independent labors, and all profits and royalties derived therefrom shall inhere solely to the faculty member except for products sold to students over whom (s)he has instruction control. For such sales, the parties agree that the instructor must contribute these profits and royalties to a College fund for use in any authorized HCC student organization of the faculty member's choice.

6.09 Legal Assistance:

Legal assistance shall be provided to a faculty member under the following conditions:

EITHER:

A. It is determined by the Vice President of Academic Affairs after a documented investigation that action taken by the faculty member was justifiable and in the line of duty.

OR:

B. The President agrees that a faculty member needs legal assistance as a result of action taken by the faculty member while in pursuit of his/her employment.

The specifics of such assistance will be determined by the Board.

6.10 Outside Employment

A faculty member's primary employment responsibility is to the College. The faculty member must report outside employment to his/her immediate supervisor via memoranda. It is encouraged that such employment contributes to the professional growth of the individual.

6.11 Office Security

The College will implement procedures to safeguard the security of the faculty member's office and files. The parties agree that access to a faculty member's desk and files shall be only with the authorization of the faculty member or, if College needs require access and the faculty member cannot be contacted, by his/her immediate supervisor. However, if an emergency situation arises and the faculty member cannot be reached for authorization, access to the faculty member's desk and files will be at the discretion of the Campus Provost or his/her designee.

6.12 Worker's Compensation

In cases of liability arising out of an in the course of the faculty member's employment, Worker's Compensation laws shall be applied.

6.13 Access to Offices and Classrooms

When the College is not in session, a faculty member may have access to College buildings in which his/her offices and/or classrooms are located when prior arrangements are made with the Campus Provost. The College will maintain the absolute right to decide whether heat or air conditioning will be provided.

6.14 Consultant Fees:

All consultant fees are the property of the faculty member who earns them, provided the acceptance of such fees is not in violation of State of Federal law.

6.15 Tenure, Creditable Experience:

One (1) day more than half a Basic Year Contract year for full-time faculty shall constitute one (1) year of experience for tenure. This must be experience within the same employment year. A year of service of any faculty member shall include full-time service, exclusive of holidays, and leave; except sick leave, vacation, and duty leave may be considered as actual service and counted when computing experience.

To be entitled to tenure utilizing one (1) year of experience based upon half the days of service of a Basic Year Contract, a faculty member's creditable experience shall include any two (2) contracted full Basic Year Contracts.

Faculty will be informed of tenure procedures as set forth in Administrative Procedure 2.031, effective November 5, 1985.

A faculty member will be considered for tenure by the Tenure Committee during the academic year in which (s)he will complete his/her third year of creditable experience.

Any full-time faculty member who has completed three (3) years satisfactory service at Hillsborough Community College during a period not to exceed five (5) successive years, with such service being continuous except for leave being duly authorized and granted, may be issued a continuing contract. All continuing contracts issued to faculty shall be based upon satisfactory service, when the faculty member has been reappointed for the fourth year without any reservation or specifications, has been recommended by the Tenure Committee, and has been recommended by the President for continuing contract based on successful performance of duties and demonstration of professional competence.

Any full-time faculty member who is under continuing contract may be dismissed or may be returned to annual contract status for another three years at the discretion of the Board when a recommendation to that effect is submitted in writing to the Board on or before March 1st of any College year, giving good and sufficient reasons to the President and provided the President's recommendation is approved by a majority of the Board.

6.16 Selection of New Faculty:

The administration will solicit faculty input from the instructional discipline/area within which a faculty position is being filled. Faculty members serving on the screening committee should, when available, have the following credentials ;in the priority indicated:

Priority 1.	primary responsibilities in the same teaching discipline, counseling area, or library area as the position under consideration.
Priority 2.	tenure.

Faculty input is advisory only. The final determination rests solely with the administration.

ARTICLE VII

MANAGEMENT RIGHTS

7.01 Management Rights:

A. The Board, on its own behalf and on behalf of the electors of the district hereby retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Florida and of the United States, including, but without limiting the generality of the foregoing, the rights:

1. to the executive management organization and administrative control of the district and its properties and facilities, and the activities of its employees.

2. to direct the work of its employees, determine the time and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing those services including entering into contracts with private vendors for services;

3. to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal

or demotion; and to promote, assign, and transfer all such employees;

4. to establish educational policies, goals and objectives; to ensure rights and education opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and

5. to build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action on any matter in the event of an emergency.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement, and then, only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Florida and of the United States.

7.02

No Strike Clause:

No public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties as provided in Florida Statues, Section 447.507 (Public Employees Relations Commission Rules).

7.03 Academic Affairs Committee:

The President will establish a standing Academic Affairs Committee consisting of representatives from the administration and faculty to review and/or prepare recommendations to the President involving academic policy.

ARTICLE VIII

FACULTY WORKING CONDITIONS

8.01 Primary Responsibilities:

A. Instructional Faculty :

The parties agree that the primary responsibility of an instructional faculty it to educate students, and supportive services are to assist the instructional faculty member in meeting his/her primary responsibility. For this reason, mutually agreed upon needs and supportive personnel shall be made available to enable a faculty member to perform his responsibilities.

An instructional faculty member has the responsibility to:

1. teach fifteen (15) contact hours per week unless granted release time or overload by appropriate authority;
2. post and maintain a minimum of five (5) office hours per week not less than 30 consecutive minutes in duration spread over not less than four days.
3. provide an additional five (5) hours as necessary for appointments. Faculty members are not required to post these hours but are expected to be available at hours convenient for their students.

4. work sufficient hours to perform contractual duties including the teaching of the fifteen (15) contact hours per week; maintaining office hours, preparation, grading, record keeping, textbook evaluation, curriculum revision, committee responsibilities; development and maintenance of skills;

5. attend scheduled district and campus meetings unless excused by appropriate authority;

6. serve on College committees;

7. certify in writing at the end of each academic term that (s)he has met all his/her scheduled classes except when on approved leave.

In fulfillment of the above responsibilities, the instructional faculty member will perform duties such as:

a. conduct instruction to cover material listed in discipline approved course outlines and catalog descriptions.

b. develop and distribute to students a syllabus for the course containing information about the materials to be covered in the course, the expectations regarding student mastery of the course materials as reflected in the grading system which will be utilized and any attendance policy which may be in effect.

c. provide instruction that covers the material listed in the course syllabus and description.

d. present course content so that students with required prerequisites have an opportunity for success and, when informed of a student's special needs, endeavor with administrative assistance to provide instruction appropriate for those needs within the normal class setting.

e. utilize evaluation techniques to show attainment of expectations.

f. respect and encourage germane expression of opinion by students.

g. self-evaluate instruction at the conclusion of each term for the purpose of self-improvement or course updating.

h. teach evening classes when necessary in accordance with the needs of the College and when within a reasonable period each day of other assigned classes.

i. be available to conduct classes at any campus or center where courses in his/her discipline are scheduled when necessary in accordance with the needs of the College. When such multi-campus assignments are necessary, every endeavor will be made to minimize travel time requirements.

j. refer the student to Student Services if a student requests special counseling, testing, or other assistance.

k. comply with established procedures for providing class coverage in instances when a faculty member must be absent.

l. respond to requests for information within a reasonable time-frame.

m. engage in jointly designed and administratively approved professional development programs to enhance professional competence on those days designated in-service days.

n. report inoperative equipment or facilities to the immediate supervisor for immediate repair or replacement.

o. participate in graduation exercises unless excused by appropriate authority.

B. Library Faculty:

Library faculty members are responsible to the administrator in charge of the Library Services of his/her designee at the campus where assigned. In general, each library faculty member will be engaged in activities directly related to the primary function of a library area by:

1. working at assigned duties thirty-seven and one-half (37 1/2) hours per week including one hour per day for professionals planning at the discretion of the faculty member with concurrence of the appropriated authority;

2. attending scheduled district and campus meetings unless excused by appropriate authority;

3. engaging in jointly designed and administratively approved professional development programs on those days designated in-service days;

4. self-evaluating performance at the conclusion of each term for the purpose of self-improvement or procedures updating;

5. participating in graduation exercises unless excused by appropriate authority;

6. serving on a rotational basis for evening duty when there are no volunteers. However, not more than two nights per week shall be required unless due to emergency situations, as described by the Campus Provost or his/her designee.

7. serving on College committees or volunteering to serve with release time as a faculty advisor to student groups.

C. Counseling Faculty:

Counseling faculty members are responsible to the administrator in charge of counseling services or his/her designee at the campus where assigned. In general, each counseling member will be engaged in activities directly related to the primary function of a counseling area by:

1. working at assigned duties thirty-seven and one-half (37 1/2) hours per week including one hour per day for professional planning at the discretion of the faculty member with concurrence of the appropriate authority;

2. attending scheduled district and campus meetings unless excused by appropriate authority;

3. engaging in jointly designed and administratively approved professional development programs on those days designated in-service days;

4. self-evaluating performance at the conclusion of each term for the purpose of self-improvement or procedures updating;

5. participating in graduation exercises unless excused by appropriate authority;

6. serving on a rotational basis for evening duty when there are no volunteers. However, not more than two nights per week shall be required unless de to emergency situations, as determined by the Campus Provost or his/her designee.

7. serving on College committees or volunteering to serve with release time as a faculty advisor to student groups.

8.02 Faculty Load:

A. Instructional Faculty:

1. **Primary Tasks:** An instructional faculty member is responsible for working the fifteen (15) contact hours required by law and any other hours as determined in this Agreement. In addition to teaching hours, instructional faculty are required to provide ten (10) office hours (student

conference hours) per week in accordance with Article VIII, Provision 8.01, Primary Responsibilities - Instructional Faculty. To ensure an equitable teaching load distribution, the following point system recognizes two (2) categories for which an established number of points shall be awarded. These categories are:

a. instructional duties;
b. student conference hours.

2. Other Professional Tasks: The instructional faculty further agrees that professional responsibilities include performing tasks related to the educational activities within Hillsborough Community College. These functions include:

a. serving on a College committee;
b. involvement in academic advising in the faculty member's discipline up to thirty (30) students;
c. participation with other faculty in his/her discipline in revision of a course or programs;
d. participation with other faculty in his/her discipline in development of a new course or program;

e. sponsorship of a student club or organization of a faculty member's choice by mutual agreement with his/her administrator;

f. other similar tasks.

These activities will not generate load points.

At the end of each academic term each instructional faculty member will submit a statement indicating professional contributions to the Institution.

B. Support Faculty (Librarians and Counselors)

Librarians and Counselors will spend 37 1/2 hours per week performing their assigned duties and responsibilities in accordance with Article VIII, Provision 8.01B & 8.01C Primary Responsibilities - Librarians and Counselors. No points will be assigned to Library and Counseling faculty.

Since the demands for the services of support faculty may occur during periods when classes are not in session, the administration reserves the right to assign them duty schedules which differ from the duty days of instructional faculty. The revised schedule will not, however, mean a greater number of days than those required of the instructional faculty unless compensatory time or additional compensation is provided at their daily rate of pay (prorated for the number of hours worked) for the additional number of days. However, faculty members whose contractual days are so adjusted will still be given a period of at least six consecutive weeks in which they are not on duty.

8.03 Instructional Faculty Load Point System:

A. Value by Major Function:

One (1) Lecture Credit HOur Equals TEN (10) points.

One (1) Laboratory Contact Hour per week equals EIGHT (8) points.

One (1) Clinical Contact Hour per week equals SEVEN (7) points during contractual year 1986-87 and EIGHT (8) points thereafter.

One (1) Student Conference Hour equals THREE (3) points.

Where courses combine lecture and laboratory or lecture and clinical instruction, that portion devoted to lecture will be given lecture credit and remaining portions will be given credit as laboratory or clinical hours.

1. Definitions:

Lecture: A lecture course is one in which the number of contact hours per ;week equals the semester hours credit for the course. A lecture class is one in which the student is a passive listener and/or a participant in discussion/-activities conducted among other students and the instructor. The instructor actively controls the amount and quality of information which is directed to a specific objective. A lecture class is typified by the unit o preparation preceding the lecture and by the amount of in-class and post-evaluation of student's out-of-class work, which usually includes reading assignments, term papers, etc.

One (1) lecture credit hour will generate ten (10) points.

Laboratory: A laboratory course is one in which contact hours per week do not equal the semester hours credit for the course. A laboratory experience involves preparation on the part of the instructor and/or laboratory assistant which organizes laboratory accouterments in such a way that demonstrations, experiments, etc., have predictable outcomes. The laboratory experience takes place in a controlled environment with dependence on the student's motor involvement in the learning experience. Instruction takes place very often on a one-to-one basis at the laboratory station. Laboratory experiences may be scheduled for a class or be "open" to a student working at his/her own pace under supervision.

One (1) laboratory contact hour will generate eight (8) points.

Clinic: These courses have lecture hours and/or clinical hours and each will be credited with points respectively. A clinical experience has unique characteristics which include:

a. the learning experience takes place in a "real life" environment (usually in an area not under the direct control of the College or its agents).

b. discrete events cannot be pre-programmed--there is an element of uncertainty in the learning situation.

c. different procedures for instructor/staff preparation and student evaluation are used in clinical work than in lectures and/or laboratory classes.

One (1) clinical contact hour will generate seven (7) points during contractual year 1986-87 and eight (8) points thereafter.

B. Annual Load Points Requirement for Faculty:

All full-time faculty members will be issued a Basic Year Contract consisting of Fall, Spring and either Summer I or Summer II. If the administration deems it appropriate, a faculty member may be offered a College Year Contract to meet the educational needs of the College. In this case, the faculty member's Basic Year Contract will be amended to a College Year Contract. This contract consists of Fall, Winter, Summer I and Summer II. Annual point requirements for faculty on an Administrative Twelve (12) Month contract will include all days necessary to conform with the operational days of the College.

The point allocations are as follows:

Basic Year Contract:

Term I (Fall Instructional Faculty):

Instruction	150 Points
Conference Hours	30 Points
	180 Points per Term

Term II (Spring Instructional Faculty):

Instruction	150 Points
Conference Hours	30 Points
	180 Points per Term

Summer I or Summer II Instructional Faculty:

Instruction	60 Points
Conference Hours	30 Points
	90 Points per Term

Instructional Faculty -- TOTAL 450 Points

College Year Contract:

Terms I, II, Summer I and Summer II

Instructional Faculty -- TOTAL 540 Points

Note: Counselors and Librarians will be required to work 37 1/2 hours per week. This will constitute a full workload. The 4-day work week may modify this 37 1/2 hour schedule to be consistent with other professional staff.

C. Banking Points:

With the agreement of the Campus Provost, the Instructional faculty may agree to "bank" points for the entire contract year and will have fulfilled their contractual obligation when a total of 420 points (360 instructional points plus 60 conference hour points) for a Basic Year contract, or 510 points (420 Instructional points plus 90 conference hour points) for a College Year Contract is reached.

Faculty who bank points and satisfy the 420/510 point requirement will be granted a professional leave with pay for the duration of either Summer I or Summer II term.

Any faculty member who is plus or minus six (6) points from these totals will be considered as having fulfilled the contractual obligations. More than six (6) in surplus will generate overload compensation for all points above the contractual total on a pro-rata basis. This must be agreed upon no later than the end of the first week of the term in which banking is requested.

8.04 Overloads, Substitutions and Add-ons:

A. Teaching Overloads:

Full-time faculty requesting an overload teaching assignment will be given the assignment only in the discipline(s) in which they are qualified to teach and when such classes are not assigned to another full-time faculty member as part of his/her regular load. Full-time faculty have priority for overload assignments over part-time faculty at all campuses. A faculty member shall make his/her request for teaching one overload class per term known to his/her immediate administrator by the first duty day of the term in which the requested overload is scheduled. However, if the need arises the administrator may request additional overload hours to meet the needs of the institution. A faculty member will be issued a supplemental overload contract at the established overload rate for each term in which he/she teaches overload. All overloads taught will be covered by Article XIII, Provision 13.02 Sick Leave.

B. Adjunct Teaching for Full-time Faculty:

A faculty member who completes his/her Basic Year contractual obligations to the College and chooses to teach one or more course sections will be offered a supplemental adjunct contract at the established overload rate. Full-time faculty have priority over part-time faculty at all campuses in these assignments not to exceed three three-credit hour courses per term in which they are eligible. Requests for adjunct teaching assignments will be given to the faculty member's immediate administrator with a copy to the Personnel Division at least one week prior to the beginning of that term. All such classes will be covered by Article XIII, Provision 13.02 Sick Leave.

Compensation for teaching overloads and adjunct courses for points earned in excess of the term requirement shall be in accordance with the applicable schedule contained in Appendix A. Instructional faculty have priority over other full-time faculty members in teaching an overload in their own discipline(s). Counselors and library faculty will be subject to the same provisions for a teaching overload or for adjunct teaching.

C. **Non-Teaching Overloads:**

As the need arises, the administration may request library/counseling faculty to perform additional library or counselor duties beyond the normal thirty-seven and one-half (37 1/2) hours per week. Such additional duties shall be compensated for at the established hourly rate of counselors and librarians or mutually agreed compensatory time may be arranged.

D. **Teaching Substitution:**

If a faculty member agrees to be assigned by an appropriate administrator, the responsibility for teaching an absent faculty member's class and teaches for the duration of the assigned class, the assigned faculty member shall receive substitute pay in accordance with Article VIII, Provision 8.06, Substitute Pay. Substitute teaching in excess of two consecutive weeks will be paid at the teaching overload rate which shall be retroactive to the first day of substitution.

E. **Responsibilities in** Excess of the Basic/College **Year Contract:**

A faculty member who agrees to be assigned additional responsibilities under a Supplemental Activity Contract (i.e., product contract, administrative add-on responsibilities, etc.) shall be compensated for such assignment in accordance with applicable schedule contained in Article 14.07.

8.05 Educational Materials and Supplies:

The Board agrees to provide each full-time faculty member with adequate materials and supplies required to fulfill his/her College responsibilities, after considering the faculty member's request. The administration will make the final determination in the best interest of the educational process.

The appropriate academic administrator shall request, from the publisher desk copies of textbooks for full-time faculty members. If the appropriate administrator is unable to secure the necessary copies from the publisher, (s)he shall be authorized to requisition the necessary number of textbooks from the Bookstore to be distributed to the instructors requiring copies. At the end of the term, the appropriate academic administrator will then advise the Bookstore of the number of copies (s)he is returning and/or the number of copies that should be charged to his/her departmental budget account.

8.06 Substitute Pay:

Full-time instructional faculty or other qualified personnel who substitute for faculty members shall be paid at the rate specified in Article 14.05.

Substitutes must be approved by the Provost, and the substitution must be for an authorized absence. Faculty members earning substitute pay will not reduce their normal service to the College.

8.07 Class Observation:

Observation of a faculty member's class by persons other than the College administrative personnel shall be allowed only after consent has been granted by the Campus Provost or his/her designee, and the faculty member has been properly notified. Exceptions to this shall be programs which are funded by sources other than by the College.

In the event the faculty member expresses concern over an interruption of the class, the administrator shall endeavor to make other arrangements.

8.08 Lounge Facilities:

The administration will maintain existing lounge facilities for the duration of this contract. The administration further agrees to install and maintain a microwave oven in at least one faculty lounge per campus. A complete first aid kit will be maintained in each faculty lounge.

8.09 Parking:

The College will, where feasible, provide adequate off-street parking facilities protected against vandalism and properly maintained, designated for "Faculty and Full-time Staff Only". In addition, the College will, where feasible, provide some parking spaces as close to the building entrance as possible, designated as "Fifteen Minutes Loading and Unloading Zones".

8.10 Telephone:

Telephones will be made available to all full-time faculty members. The use of the telephone(s) will be governed by the policies of the College: any violations of such policy will be grounds for disciplinary measures by the administrator. Faculty will be allowed to use their office phones for collect or credit card long distance calls at no expense to the College.

8.11 Safe Working Conditions:

Faculty members will not be required to work under hazardous or unsafe conditions or to perform tasks which endanger their health, safety or well-being. Faculty members will immediately report hazardous or unsafe working conditions to the proper administrator. Adequate protective glasses and/or lab aprons and/or jackets shall be provided to faculty members whose class assignments include chemistry laboratory, microbiology laboratory, and/or allied health and nursing clinical laboratories. the cost of aprons and/or jackets and protective glasses shall not exceed twenty-five dollars ($25) per person each academic year. These articles will be purchased through the College purchasing procedure and, at all times, all faculty members shall endeavor to wear such protective devices in the performance of laboratory and clinical duties.

Failure to wear the protective clothing/equipment as provided shall be grounds for disciplinary action if, in fact, the faculty member is found to be negligent. The individual faculty member has the responsibility for reasonable care and usage for such protective clothing.

8.12 Travel Expenses:

Full-time faculty members shall be reimbursed for administratively required in-district travel; other such travel will require advance approval by the appropriate administrator from the campus to which they are assigned.

8.13 Assault or Threats:

Any work-connected case of assault or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The administrator shall ascertain the facts surrounding the issue and take appropriate action. The administrator will notify the faculty member of his/her decision concerning the matter. If the assault or threat involved a student, a consultation with the faculty member and the student involved will be held. If it is determined by the administrator or his/her designee that the continued presence of the student would be detrimental to the education process in that class, the student will be transferred or administratively withdrawn from that class. In no event, shall time loss due to injury caused by a physical attack be deducted from the teacher's accumulated sick leave.

8.14 Use of Force:

Subject to Florida Law, a faculty member may use such force as is necessary to protect himself/-herself from attack or to prevent injury to another student.

8.15 Class Disruption:

A faculty member may temporarily dismiss a student from class for good cause, not to exceed one class period. A faculty member will request of the appropriate academic administrator the removal from a course of any student who consistently and willfully acts in such a manner as to disrupt the course and to interfere with other students. In this event, the administrator will schedule a meeting with the instructor and the disruptive student in order to reach accord, prior to the student being readmitted to the class. If no accord can be reached between the faculty member and the student, the administrator will officially inform the student of his or her rights as provided for in Administrative Rule 6HX-10-3.100.

8.16 Personal Retirement or Investment Program:

The College may authorize payroll deduction for tax sheltered annuities provided such companies providing such investment programs are deemed appropriate by the President and have been approved by the Board of Trustees. Furthermore, the faculty member shall be limited to two cancellations of said deduction per calendar year.

8.17 Duplication Facilities:

The College will provide duplication facilities and materials for institutional purposes in line with the faculty member's contractual duties. These will be available at each campus and at no cost to the faculty member.

Faculty members who wish to maintain extra security for examination will be allowed to oversee the duplication of their tests.

8.18 Office Assignments:

Each faculty member will be provided with a lockable office, housing no more than two faculty members. Standard office furnishings will include a minimum of a lockable desk, a lockable file cabinet, one bookcase, one desk chair, and one student chair per faculty member.

8.19 Grading System:

Each faculty member shall have the responsibility to develop a published system for determining student grades, within the existing grading policies of the Board. Such evaluation system shall have clearly defined criteria and shall be explained to students on the first day of each class for each term and distributed in writing no later than the end of the second week of class. No grade shall be changed without the approval of the faculty member who assigned the grade and the appropriate Vice-President.

If the faculty member is no longer employed by Hillsborough Community College, it shall be the responsibility of the appropriate administrator to justify any grade change.

8.20 Graduation and Regalia:

All full-time faculty members are required to participate in those graduation exercises of the College unless on approved leave or excused by their immediate administrator. The Board agrees to continue its policy of providing graduation regalia at no charge to the faculty member. If a faculty member is unable to attend the College graduation exercises, a loss of one-half (1/2) day's pay shall result unless approved leave is taken, or (s)he is excused by his/her immediate supervisor.

8.21 Class Scheduling:

After the class schedule has been completed to meet the needs of the student, the adminstration will assign a faculty member's classes so that these classes will fall within a continuous eight (8) hour period. A faculty member will not be assigned classes in consecutive periods at two different campuses. Also there will be at least 12 hours between the end of a faculty member's last class on one day the beginning of his first class on the next day. Exceptions to the 12 hour requirement are overload classes which may be scheduled at any time in accordance with the needs of the Institution and the students. It is the Administration's responsibility to develop a class schedule that includes a sufficient number of courses to fulfill full-time faculty contractual loads. This includes responsibility to coordinate the above scheduling district-wide. Full-time faculty have priority in scheduling their regular load over part-time instructors and/or full-time overloads within the same discipline at any campus.

8.22 Salary Checks:

Upon request, the College will endeavor to mail salary checks to the faculty member's bank or home. If no such request is made, salary checks will be sent to the faculty member's campus.

8.23 Credit-Relevant, Directly Related Non-Teaching Experience for Teachers, Counselors and Librarians:

Credit for relevant directly related non-teaching experience in technical or vocational fields, in business, or in the armed forces will be allowed up to a total of eight (8) years at a factor of four percent (4%) per year. Relevant, directly related non-teaching experience is defined as work experience at the journeyman, technician engineer or trained employee level in the occupational field for which hired.

Verification of work experience will require signed statements from former employers on business stationery. (For the purpose of verifying self-employment, verification may be submitted by a notarized affidavit from another ;individual or firm who was familiar with the applicant and his/her work and could verify as to the length and type of work experience.)

8.24 Classroom Adjustments:

In the event that the heating or cooling system malfunctions or other adverse conditions exist at any work location which seriously impairs the learning climate, a faculty member may temporarily relocate the class. Dismissal of a class requires the authorization of the appropriate administrator.

8.25 Full-Time Faculty Equity:

The administration will make assignments and allocate budgeted travel funds based on an equitable system.

When it is necessary to make multi-campus assignments, assignments requiring more than three different preparations, and assignments of courses not previously taught, such assignments will be made equitably and on a rotational basis if requested by the faculty member.

8.26 Tuition Fee Waiver:

Tuition fee waiver will be granted in accordance with Administrative Procedure 2.002 and all benefits obtained therein will remain in effect for the duration of the contract.

ARTICLE IX

ADMINISTRATIVE EVALUATION OF FACULTY

The parties recognize that the evaluation of the performance of all faculty is a responsibility of the administration, and that the evaluation process is designed to improve the quality of teaching/-service performed by the faculty and is not designed to be used as a punitive measure.

The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties agree that the following procedures should be used by the administration to accomplish these goals with faculty.

Observations: No formal observation of a faculty member shall be conducted without the full knowledge of the faculty member.

Required Observations and Evaluations: All faculty shall be formally observed performing their primary function and evaluated at least one to three times each academic year. An additional evaluation will be at the discretion of the evaluating administrator; however, during each year of an annual contract faculty member's employment, the annual contract faculty member will be evaluated within eight weeks of the beginning of the Fall semester.

The administrator will then be able to identify any deficiencies and then to assist the faculty with any correction or remediation. A second evaluation will occur within six weeks of the beginning of the Spring semester. Should an annual contract faculty member not be evaluated within these time limits, the faculty member's performance will be considered satisfactory.

Formal Evaluation Instruments: The appropriate supervisor shall formally evaluate each faculty member. Such evaluation shall be recorded utilizing the Faculty Evaluation Performance Review Form, Appendix "B".

Pre-Evaluation Conference: A pre-evaluation conference will be held between the appropriate supervisor and the faculty member prior to the first evaluation of the year so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated.

Post-Evaluation Conference and Copy: A copy of each formal written evaluation shall be given to the faculty member and a conference shall be held between the faculty member and the evaluator within ten (10) working days following the formal observation. A copy signed by both parties shall be given to the faculty member. The faculty member's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

Responses: If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, the said faculty member may put objections in writing and have then attached to the evaluation report to be placed in the personnel file. The rebuttal shall be signed by the evaluator to indicate his/her awareness of its contents. The Faculty Evaluation Performance Review Form, Appendix "B", will be used as the official instrument for faculty evaluation to be placed in the faculty member's personnel file. No action shall be taken against a faculty member as a result of a rebuttal or complaint of contract violation in the evaluation procedure.

Remediation: The appropriate supervisor shall provide the faculty member with the following, as provided for in the Faculty Evaluation Performance Review Form, Appendix "B":

A. Notification if deficiencies exist which require correction.

B. Explanation of deficiencies and specific improvement prescribed.

C. Assistance provided enabling the faculty member to improve performance.

D. Time-frame set for demonstrating improvement.

Appeal: Any faculty member who disagrees with the evaluation report may appeal the accuracy and fairness of the report and accompanying recommendations in accordance with the Grievance Procedure, Article X, at Level I, Step 2.

Representation: Upon their request, faculty members will be entitled to have a representative of the Association, present during the formal observation and/or post-evaluation conference or when the member is being placed on formal notice of delinquency in professional performance.

ARTICLE X

GRIEVANCE PROCEDURE

Purposes:

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Association and the College shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

Definitions:

1. A "grievance" is an alleged violation or dispute involving the interpretation or application of the terms of this Agreement, or inequitable applications of Board Policy, specifically including terms and conditions of employment.

2. An "aggrieved" or "grievant" is any person, group of persons or the Association grievance.

3. A "faculty member" is any member of the bargaining unit.

4. The term "days" or "working days" when used in this section shall, except where

level. Moreover, said grievance shall be considered terminated and no further appeal will be permitted.

However, the time limits in the Article may be adjusted by mutual agreement between the Association Grievance Chairperson and the Director of Personnel and Employee Relations.

If a faculty member has been unable to resolve a complaint in informal discussions with the administrator with whom (s)he has a disagreement, (s)he shall inform the Association of his/her intent to initiate the formal grievance procedure at LEVEL I, Step 1.

LEVEL I

Step 1. A grievant shall first discuss the grievance with the respondent, whether directly or through the Association's designated representative, with the objective of resolving the matter.

Step 2. If the aggrieved person is not satisfied with the disposition made at LEVEL I, Step 1, or no disposition is made within three (3) days after the discussion, (s)he may file the grievance in writing with the respondent, with a copy to the Association and the Director of Personnel and Employee

Relations. The respondent shall within five (5) days after receiving the written grievance, give the aggrieved person his/her written answer, with a copy to the Director of Personnel and Employee Relations.

Level II

If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL I, Step 2, or if no decision has been rendered within five (5) days at the above Level, the grievant may file the grievance with the LEVEL I respondent's supervisor (LEVEL II respondent) with a copy to the Director of Personnel and Employee Relations. The LEVEL II respondent has five (5) days after receiving the grievance to give his/her written answer. This notice must be sent by the tenth day following the date of the LEVEL I meeting.

LEVEL III

If the grievant is not satisfied with the disposition of the grievance at the LEVEL II, or if no decision has been rendered by the fifth day following the delivery of the grievance to the respondent, the grievant will request the Association to file the grievance with the President by the third day following.

By the fifth day following the filing of the grievance with the President, the President or his designee and the Director of Personnel and Employee Relations will meet with the grievant and his/her representative to resolve the grievance. By the fifth day following this meeting, the President shall render a disposition to the grievant through the Association's grievance chairperson.

LEVEL IV

If the grievances not satisfactorily resolved at LEVEL III or if no disposition is made by the fifth day following the meeting at LEVEL III, the Association may submit the grievance to arbitration for a binding decision.

Arbitration:

In order for arbitration to take place, a request by the Association must be received by the Director of Personnel and Employee Relations by the tenth day following the date of the hearing at LEVEL III.

Prior to arbitration, the Association will meet with the President of his/her designee to stipulate those issues upon which the parties can agree.
The Association shall request a list of five (5) arbitrators from the American Arbitration Association (AAA) by the fifth day following notification and the Director of Personnel and Employee Relations shall meet to select the arbitrator. It

will be the responsibility of the Association to inform AAA of the name of the selected arbitrator. The arbitrator shall arrange for any hearing or investigation (s)he deems necessary as soon as possible after (s)he is notified of his/her selection. The arbitrator shall render his/her decision in writing by the twentieth (20th) calendar day after the conclusion of the hearing. The arbitrator shall have no power to add to or subtract from, to modify or alter the terms of this Agreement.

The Board and the Association shall each pay one-half (1/2) the cost of all arbitrator charges incurred in the arbitration process. However, expenses for witnesses not a party to the grievance shall be borne by the party that calls them and any recording costs will be borne by the requesting party(ies).

Precedent:

Any settlement, withdrawal, or disposition of a grievance at any step below LEVEL IV shall not constitute a binding precedent for similar grievances.

Right of the Association:

A. Copies of all transcripts, documents, and correspondence relevant to the grievance shall be made known each to the other as it becomes available.

B. The Association shall have the right to initiate class grievances at LEVEL III.

C. No reprisals shall be taken through action or omission against any faculty member because of involvement in a grievance procedure.

ARTICLE XI

REDUCTION-IN-FORCE

Definitions:

The term **"reduction in force"** (RIF) as used in this Agreement shall mean necessary layoff of faculty either:

a. because a program has been discontinued provided that such discontinuance is not for arbitrary or capricious reasons

OR

b. because of a substantial reduction in funds available to the College, provided that such reduction cannot be avoided by the exercise of the Board's fiscal powers, and a severe drop in enrollment over two (2) consecutive years.

Procedure:

In the event that it becomes necessary to reduce the number of faculty through layoff, faculty with the greatest number of points ;in the discipline shall be retained. In no event will the number given notice of possible layoff be greater than the number of positions to be eliminated. Each faculty member so affected will be called back in reverse order for positions for which (s)he is certified maintaining the minority balance. Such faculty must notify the College by registered mail by March

1st of each year that (s)he wishes to be reinstated if applicable positions are open. Failure to so notify the President's office or the Personnel Director's office will result in the faculty member's loss of eligibility for recall. Such recall is limited to three (3) full years beyond expiration of the Faculty Agreement. Such re-employment shall reinstate all credits, status and benefits to the faculty member pursuant to the Agreement in effect at the time of re-employment.

All full-time faculty affected by such a reduction in force will be notified by March 1st that their contract will not be funded the following year.

Criteria:

1. The Board agrees that College employees will be reduced in force on an equitable basis as determined by the Board.
2. No full-time faculty member shall be terminated while part-time employment or overloads exist in fields wherein (s)he is qualified to serve.
3. No new faculty member may be appointed while there are terminated faculty members available that are qualified to fill the vacancy.

RIF Point System:

Taking into consideration:

1) educational qualifications,
2) efficiency,
3) compatibility
4) character, and
5) capacity to meet educational needs of the community,

the following system will be used to compute each faculty member's accumulated points as of the date of proposed layoff.

Points are accumulated as follows:

1. Doctorate 4

   Masters + 30 3

   X 25% = A

   Masters 2

   Bachelors 1

2. Number of years at HCC as a full-time faculty member X 40% = B

3. Number of years allowable experience at time of HCC employment

   X 1 for Continuing Contract

   X 0 for Annual Contract X 35% = C

   100 X (A + B + C) = Number of points accumulated.

This provision is not applicable to faculty who are employed under a grant.

ARTICLE XII

FRINGE BENEFITS

12.01 Medical/Dental Insurance:

A. Accident and Hospital Coverage: The Board agrees to pay the premium costs for Medical Care Insurance, including hospitalization, surgical, accident, x-ray and laboratory, and major medical expenses, with a responsible insurance carrier for each faculty member.

B. Dental Care Insurance: The Board agrees to pay the premium costs for Dental Care Insurance with a responsible carrier for each full-time faculty member.

C. Before any contemplated change is made in the Health Program as it presently exists, the FUSA Organization will be notified and will have input into this decision. The FUSA President and Chief Negotiator (or other designee) will be participants in all meetings in which changes in the Health Program are being discussed. If an insurance committee is appointed by the President, the two offices indicated above will be members of the appointed Committee.

12.02 Life Insurance:

The Board agrees to pay the premium costs to cover the basic salary for each full-time faculty member for the duration of this contract, with a responsible insurance carrier. The faculty member may elect to increase his/her group life insurance coverage to twice his/her annual salary by paying the additional premium cost.

12.03 Coverage During Retirement:

The Board will continue its policy to allow all retired employees with their dependents the option of remaining in the group insurance program at no cost to the Board.

12.04 Dependent Coverage:

Faculty members may enroll dependents in the College's Medical and Dental Care Insurance program by paying the premium negotiated with the carrier for dependent coverage.

12.05 Long-Term Disability Insurance:

The administration agrees to provide a long-term disability insurance plan to be implemented no later than August, 1988.

12.06 Employee Assistance:

The Board will authorize the exploration of a program designed to provide employees with a means to become educated in health maintenance. Such investigation will include the possibility of health and exercise facilities for each district site to promote a prevention program. An incentive program will be investigated with the purpose of reducing health insurance costs.

12.07 Early Retirement:

The Administration agrees to investigate the early retirement proposal presented by FUSA. This investigation includes the following:

A. Hire a consultant to study and make recommendations;
B. Confer with the Association (FUSA) concerning those recommendations; and
C. Implement mutually agreed upon provisions prior to the expiration date of this Agreement.

ARTICLE XIII

LEAVES

LEAVES WITH PAY:

13.01 **Leave Information:**

The College will apprise faculty members of accrued sick leave days bi-weekly on the payroll check stub.

13.02 Sick Leave:

Any full-time employee who is unable to perform his/her duty at the College because of illness or because of illness or death of a father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her household and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the President or by someone designated in writing by him/her to do so. The following provisions shall govern sick leave:

Extent of Leave:

A. As of the first day of employment of the first contract year, each member of the bargaining unit will be credited with nine (9) days of sick leave and shall thereafter be entitled to earn one (1) day of sick leave with compensation for each calendar month or major fraction of a calendar month of service not to exceed twelve (12) days for each fiscal year. This shall begin on the date of employment or at the beginning of the contract year; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Sick leave shall be cumulative from year to year.

B. If an employee utilizes his/her sick leave but terminates his/her employment prior to having earned the sick leave, his/her terminal pay shall be reduced by the amount of the unearned sick leave utilized.

Sick Leave Deductions:

A. When an instructional faculty member takes an approved sick leave (or personal leave), the number of hours deducted from accumulated sick leave for each day of leave is as follows:

   1) none of the scheduled duties are performed on that day, one (1) full day's leave will be deducted.

2) If a portion of the scheduled duties are performed on that day, the deducted leave time will be prorated as follows:

```
number of minutes of        total number of
scheduled activity not  -   minutes of scheduled  =
performed on that day       activity on that day

            fraction of one (1)
            day's leave
            deducted
```

Fraction of Leave X 450 = Deducted Time

B. When a counselor or librarian takes an approved sick/personal leave, the actual number of minutes of leave taken will be deducted.

C. A faculty member who is absent a full work week will be deducted five (5) sick days for each work week missed.

Transfer of Sick Leave:

Personnel who enter the Hillsborough Community College system directly from a period of satisfactory service with another Florida public junior college, the Florida Department of Education, the Florida University System, or a Florida district school board, may transfer sick leave credit provided that at least one-half (1/2) of the sick leave accumulation at any time must have been established at Hillsborough Community College.

Reimbursement of Unused Sick Leave:

The Board agrees to provide terminal pay based on unused sick leave to a member of the faculty whose full-time employment at HCC ends, or to his/her beneficiary if applicable, at the maximum rate allowed by law. Any changes in the provisions of law will be implemented effective on the first day of the next official term.

13.03 Sick Leave Pool Provision:

The following provision will allow participating full-time faculty of the College to pool sick leave accrued and will allow any sick leave thus pooled to be disbursed to any participating faculty member who is in need of sick leave in excess of the amount (s)he has personally accrued. Such rules shall include the following provisions:

a. Participation in the sick leave pool shall at all times be voluntary on the part of the faculty member.

b. Any full-time faculty member shall be eligible for participation in the sick leave pool after one year of employment with the College, provided such faculty member has accrued a minimum of twelve (12) days of unused sick leave.

c. Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the faculty member donating such leave.

d. Participating faculty members shall make equal contributions to the sick leave pool. After the initial contribution of four days which a faculty member makes upon electing to participate, no further contribution shall be required except as may be necessary to replenish the pool. Any such further assessment shall be made equally of all faculty participating in the pool. The College will inform the Sick Leave Pool Committee if any faculty member chooses not to contribute or is unable to contribute the required number of days.

e. Any sick leave drawn from the pool by a participating faculty member must be used for that faculty member's personal illness, accident, or injury.

f. A participating faculty member shall not be eligible to use sick leave from the pool until all of his/her sick leave has been depleted and (s)he uses ten (10) days of personal leave without pay for illness. The established maximum number of days for which a faculty member may draw sick leave from the sick leave pool will be three increments of up to twenty-five (25) days each, following review and approval by the Sick Leave Pool Committee.

g. A participating faculty member who uses sick leave from the pool shall not be required to recontribute such sick leave to the pool, except as otherwise provided herein. When the number of days in the sick leave pool reduces to twenty-five (25), the Sick Leave Pool Committee shall assess all participants the number of days necessary to replenish the pool to at least 200 days.

h. A participating faculty member who chooses to no longer participate in the sick leave pool shall not be eligible to withdraw any sick leave already contributed to the pool.

i. The Sick Leave Pool Committee shall be comprised of five faculty and at least one non-voting administrator from the Personnel Division. The faculty members of this committee will be appointed by the FUSA Council.

j. The pool will be implemented only after a minimum of 200 days have been contributed. Faculty members will have an opportunity to become members of the pool during an initial enrollment period of sixty (60) days at the beginning of each academic year.

k. The Sick Leave Pool Committee has the authority to administer and implement the sick leave pool on behalf of full-time faculty and consistent with the appropriate Florida Statute. The sick leave committee has the authority to admit faculty members to the pool who do not have the requisite number of accumulated sick leave days and/or initial contribution but who have completed at least one year of full time service and in the judgment of the committee extenuating circumstances exist. Such waiver requirements shall be possible only during the initial enrollment period of sixty (60) days. All decisions of the Sick Leave Pool Committee will be final. Adequate records will be maintained by the committee and housed in the Division of Personnel.

13.04 Injury or Illness In-Line-Of-Duty Pay:
A full-time faculty member shall receive injury or illness-in-line-of-duty pay when (s)he has to be absent from duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in College work. The following requirements shall be observed:

The faculty member must give notice of the injury immediately to the Safety and Security Office and the Campus Provost (s)he is assigned with a statement outlining the nature of the injury.

Any full-time faculty member who is absent from his/her duties because of injury or illness-in-line-of-duty shall notify the President or a

College official designated by the President, if possible, before the beginning of the work day on which the employee must be absent, except for emergency reasons recognized by the Board as valid.

Duration of leave and compensation shall not exceed twelve (12) duty days, including any holiday for which the faculty member would be paid if on duty, during any calendar year. Compensation shall be limited to the daily rate of pay for the faculty member for actual duty days.

The President, or his/her designee, will require a certificate from a licensed physician or from the County Health Officer as proof of injury or illness-in-line-of-duty. The Board shall approve such claims and authorize the payment thereof, provided the Board satisfies itself that the claim correctly states the facts and that such claim is entitled to payment in accordance with this provision.

13.05 Personal Leave with Pay:

The Board agrees to permit a member of the faculty to be absent for four (4) days each contractual year for personal reasons with pay. These are noncumulative and shall be charged to accrued sick leave.

13.06 Other Leave:

Other leave is defined as leave granted when a faculty member makes arrangements for his/her professional obligation to be covered by another qualified full-time faculty member who agrees to substitute without compensation. When such leave is granted, the faculty member will suffer no loss in compensation or fringe benefits. The appropriate leave form will be completed and submitted to the director's office. The intent of this type leave is to cover short-term absence from a faculty member's professional obligations and such leave will be denied only for just cause.

Granting leave under another leave provision provided for in this contract will not be contingent upon the availability of volunteer substitutes.

13.07 Court Leave:

A. Any full-time faculty member summoned to be a member of a jury panel shall be granted leave with pay. any fee paid may be retained by the faculty member. The College shall not reimburse the faculty member for meals, lodging, and travel expenses incurred while serving as a juror.

B. Any full-time faculty member who is neither a party to the litigation nor an expert witness who is subpoenaed to testify shall be granted leave with pay and any witness fees may be retained by the employee. The College shall not reimburse the faculty member for meals, lodging, and travel expenses incurred while serving as a witness.

C. In no case shall administrative leave with pay be granted for court attendance when a faculty member is engaged in litigation as a party or an expert witness; however, a faculty member may be granted earned vacation, personal or emergency leave with pay in such cases. A faculty member who is named as a party as a result of his/her official College responsibilities shall be granted a leave with pay for court attendance upon approval of the President.

13.08 Vacation Leave:

Only faculty employed on an administrative twelve (12) month basis are permitted vacation leave as prescribed in the appropriate Board Rule.

13.09 Temporary Duty Leave:

Temporary duty leave is defined as leave granted to employees to be absent temporarily from their regular duties and places of employment for the purpose of performing other educational services as assigned by the President.

Employees will receive their regular pay and expenses regularly allowed by the Board.

Employees shall not be assigned temporary duty for the purpose of improving rank or renewing certificates.

13.10 Sabbatical Leave:

Full-time faculty members may be granted sabbatical leave for professional development upon completion of six (6) academic years of continuous full-time service as faculty to the College.

Any unpaid leave in excess of ninety (90) working days shall be considered a break in service for purposes of eligibility for sabbatical leave. A faculty member receiving leave under this provision shall not be eligible for additional sabbatical leave until (s)he has completed six (6) additional continuous full-time satisfactory academic years of service to the Institution.

Length of Leave: Sabbatical leave may be granted for a maximum of a Basic Year Contract.

Compensation While on Sabbatical Leave: Faculty members on sabbatical leave will receive three-fourth (3/4) salary for the terms on leave based on the faculty member's annual salary prorated for the period of leave not to exceed one Basic Year Contract.

Benefits While on Leave:

- Each person granted sabbatical leave shall receive compensation as specified in "Compensation While on Sabbatical Leave" for the period of leave granted.
- The College shall continue to pay the employer's share of the salary into the retirement program in effect for the faculty member for the period of the granted leave.
- Any health insurance program in effect for the faculty member's dependent(s) may be maintained by the faculty member during the duration of the leave.
- Advance arrangements will be made with the Business Office for payment of the employee's portion of the contributions.
- Sick leave benefits will not be earned while on sabbatical leave.

Procedure for Requesting Leave:

Leave requests shall be submitted to the Director of Personnel and Employee Relations with a copy to the Provost of the campus to which the faculty member is assigned prior to March 15th of the sixth year of continuous full-time service of the year preceding the academic year for which the leave is being requested. Should the full allocation of leaves for the academic year not be awarded or cancellation occurs, late applicants may be considered if the request is made at least ninety (90) days prior to the date on which the leave is expected to begin.

All applicants for sabbatical leave shall contain the name of the institution the applicant plans to attend, and/or a statement describing the specific professional benefit anticipated and the date (s)he expects to return to work at the College.

Reporting Back From Leave:
Upon return from sabbatical leave, the faculty member, within four (4) weeks, must provide the President and the Personnel Division with a written description of his/her activities while on leave and, if applicable, a transcript of his/her grades. In the event the faculty member is unable to follow the plans as submitted to the President and approved by the Board of Trustees, the faculty member shall notify the President and request that the sabbatical leave be amended or cancelled. Any compensation paid by the College must be returned in full if the sabbatical leave is cancelled. If extenuating circumstances necessitated the cancellation, the faculty member may apply for Professional Leave Without Pay or other appropriate leave as a replacement for the duration of the originally

approved leave of absence. In the event the faculty member fails to use the leave for the purpose(s) intended, the faculty member will be responsible for repayment of all funds paid by the College while (s)he was on leave. If there is a deliberate intent to defraud, the faculty member will face disciplinary action by the College. A faculty member granted sabbatical leave shall return to the College for at least one (1) academic year immediately after exhaustion of said leave. A faculty member who is granted sabbatical leave and does not return to the Institution when his/her leave has been completed shall repay the salary and cost of all benefits which were extended to him/her while on leave.

Continuity of Service:

A faculty member who is granted sabbatical leave shall not lose tenure.

Leave Allocations:

No more than three full-time equivalent faculty members shall be granted sabbatical leave within the same academic year. Unawarded leaves shall not be cumulative.

13.11 Professional Conferences:

The College will encourage faculty attendance at professional conferences. If a faculty member makes a request to attend a professional conference and it is approved, faculty will be reimbursed to the extent allowable by law for expenses incurred.

LEAVES WITHOUT PAY:

13.12 Professional Leaves:

Professional leave is defined as leave granted to a faculty member to engage in activities which will result in his/her professional benefit or advancement, including the earning of college degrees or credits, or that which will contribute to the profession of teaching or to the benefit of the College. Professional leave may be used by those employees engaged in accreditation reviews as requested by accrediting agencies. However, if leave with pay is approved, all monies received by an employee for an accreditation review shall be returned to HCC. The President may authorize compensation for professional leave for thirty-one (31) days or less. Compensation shall not be authorized for extended professional leaves.

Extended professional leave is such leave extending for more than thirty-one (31) consecutive days. Professional leave or extended professional leave ordinarily will be initiated by the employee and will be primarily for his/her benefit and that of the teaching profession and only incidentally for the benefit of the Board.

Extended leave for professional development may be granted for a period not to exceed one (1) year to any member of the faculty who has served satisfactorily for a period of one year at Hillsborough Community College. No more than one percent (1%) of the total faculty shall be granted extended professional leave per term.

Application for extended professional leave shall be submitted to the President in writing no later than three (3) months prior to the start of the term in which said leave is to commence. The application shall contain a statement describing the specific professional benefit, advancement, or contribution anticipated. Upon return, the faculty member shall submit a written report to the President on the benefit, advancement, or contribution obtained.

13.13 Personal Leave without Pay

An employee may request and be granted a personal leave of absence without pay for a period of up to and not exceeding one year.

Personal leave may be utilized for the following purposes:

Illness and Disability: When illness or disability extends beyond earned and accrued sick leave, the employee may request and may be placed on personal leave of absence without pay. A licensed physician's statement may be required to substantiate the leave.

Education: An employee may request and may be granted a personal leave of absence without pay to pursue a full-time educational program, provided the employee's administrative supervisor determines that adjustments may be made so that such absences will not adversely affect the operations and services of the unit.

Parental: An employee may request and may be granted a personal leave of absence without pay for the purpose of child rearing, provided the employee's administrative supervisor determines that adjustments may be made so that such absence will not adversely affect the operations and services of the unit.

Vacation: When earned and accrued vacation leave is insufficient to cover the period requested, the employee may request and may be granted a personal leave of absence without pay, provided the employee's administrative supervisor determines that adjustments may be made so that such absence will not adversely affect the operations and services of the unit.

Personal Obligations: When an employee's personal obligation requires attention during assigned duty hours and for which no other leave of absence is appropriate, personal leave without pay may be granted provided the employee's administrative supervisor determines that the absence will not adversely affect the operations and services of the unit and the matter cannot be attended to during off-duty hours. In illness related causes, a statement from a licensed physician may be required.

An extended personal leave of absence without pay in excess of thirty-one (31) calendar days shall be subject to the approval by the Board of Trustees.

13.14 Parental Leave:

A faculty member who is pregnant may continue in active employment as late into her pregnancy as she may desire provided that she can fulfill all functions connected with and relating to her professional responsibilities. A faculty member may utilize available sick leave benefits for the purpose of child bearing. If the faculty member exhausts her accrued sick leave she shall be authorized, upon filing the appropriate request, to receive an additional ninety (90) days leave without pay.

Upon returning to duty, the faculty member shall receive the same employment benefits and position or equivalent position she enjoyed immediately prior to taking leave. If a faculty member desires leave without pay for the purpose of child rearing, she may request a personal leave of absence without pay.

13.15 Military Leaves:

All personnel of Hillsborough Community College who are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval service or members of the National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, when assigned to active duty; provided that leaves of absence granted shall not exceed seventeen (17) consecutive calendar days in any one annual period.

Any person employed by the College who is required to serve in the United States Armed Forces in a military capacity through tours of active duty exceeding seventeen (17) consecutive calendar days shall be permitted to do so without pay. A College employee who voluntarily enters into active duty in any of the armed services for temporary duty, training, duty, or extended periods of service may be granted military leave at the discretion of the

Board but such leave, except in unusual cases, shall not be granted at a time when the employee is expected to be engaged in the work of his/her profession at the College. The employee granted such leave for military shall, upon completion of his/her tour of duty, be reinstated to employment as soon as possible without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. This military leave shall not be counted as years of service toward a continuing contract; however, it may be counted as years of service for salary purposes.

ARTICLE XIV

ECONOMICS

14.01 Salary

A. Initial placement within the Faculty Salary Range (within the appropriate academic rank) will be computed by the following formula:

4% X number of years at College or Junior College level (Max. 32%)

+2% X number of years experience at elementary/ secondary school level (Max. 16%)

+4% X number of years credit for relevant, directly related non-teaching experience. (This experience must have been earned within the last 15 years to be approved as salary credit and it applicable only for vocational faculty.) (Max. 32%)

The respective percentages times the number of years experience (maximum 8 years) equals the initial salary placement. All percentages apply to respective minimums in each applicable rank.

Maximum Entry Levels:

1. A maximum of eight (8) years of experience will be allowed in computing the faculty member's salary. Normally, no full-time first year faculty member will be allowed to exceed the entry level of the salary range by more than 32 percent (32%).

2. Under extraordinary circumstances, when qualified faculty members cannot be

obtained because of the College's inability to match prevailing salaries in private industry for a critically required specialty, the College president may authorize allowing credit for more than the eight (8) years of experience.

B. Faculty will continue to receive credit for experience during their employment at HCC as follows:

1. Where promotions to a higher rank (Bachelor's, Master's, Master's +30, Doctorate) are made after the academic year has begun, no adjustments will be made until the beginning of the next academic term. (See Statement of Understanding, Item #1.)

2. **Master's +30 Graduate Credits:** Master's +30 pay status will be awarded to certificated faculty who have earned at least 30 semester hours of upper division or graduate credits since the date of conferral of the first Master's degree. The status change will be effective at the beginning of the next academic term of the year in which the total 30 credits were earned. It shall be the responsibility of the faculty member to bring this (earning

of additional credits) to the administration's attention. No faculty member will be granted retroactive pay for credits earned (Master's +30). This provision is applicable only to new faculty employed after July 1983.

C. Upward movement within the Faculty Salary Schedule becomes effective at the beginning of the employee's contractual school year and will cease at the maximum range within the proper rank.

D. For those faculty who are granted a College Year Contract, the salary for the four (4) terms will be computed in accordance with Appendix A, Daily Rate of Pay Calculation.

E. **Salary Rank Promotions** All faculty members are required to meet the minimum qualifications as adopted by the Board of Trustees. Any faculty member who exceeds the minimum qualifications and meets the following criteria will be promoted to a higher rank:

a) Must have obtained additional college credit from an accredited college or university;

b) Credits must be earned in those areas in which a faculty member is qualified to teach or in those areas directly related to or which enhance classroom instruction.

Faculty members meeting these criteria will be promoted to the rank consistent with this agreement and supported by an official transcript(s). Upon promotion the faculty member will also be given and 11 percent increase above his/her current salary. Such increase adjustments will be effective at the beginning of the next academic term in which the faculty member applies for promotion and provides documentation of credits earned.

14.02 Salary Ranges:

The following salary ranges will remain in effect for the duration of this contract for all full-time employees with faculty status, i.e., instructors, counselors, and librarians:

RANK	ENTRY LEVEL	MAXIMUM
III - Bachelors	$16,000	$33,000
II - Masters	$18,500	$37,500
II+ - Master's +30	$20,000	$41,200
I - Doctorate	$20,000	$44,500

Employees present and/or hereafter employed on a full-time basis shall be compensated at salary levels consistent with the above ranges, initial placement, and promotion criteria stated in 14.01 A-E.

14.03 Salary Increase:

Each individual salary will be adjusted to reflect the increases stipulated below:

A. The 1986-87 annual salary of each full-time faculty member employed during the 1985-86 academic year and employed on the effective date of this Agreement shall be increased by 7% above the 1985-86 contractual salary.

B. The 1987-88 annual salary: The 1987-88 annual salary of each full-time faculty member returning in 1987 shall be increased by 6% above the 1986-87 contractual salary.

C. The 1988-89 annual salary: The 1988-89 annual salary of each full-time faculty member returning in 1988 shall be increased by 7% above the 1987-88 contractual salary.

During the term of this Agreement, all faculty will receive salary increases to the full extent of all negotiated amounts in this Agreement.

Daily Rate of Pay: see Appendix A

14.04 Instructional Overload Compensation:

Any faculty member who is plus or minus six (6) points from his/her BASIC YEAR CONTRACT totals will be considered as having fulfilled his/her contractual obligations. Any points in excess of 150 instructional points but less than 156 instructional points during Fall or Spring Terms (60 to 66 points during Summer I or Summer II Terms) will not be accrued from term to term to generate an overload in subsequent terms.

Instructional faculty members will be compensated for all overload points when the activity generates seven (7) points or more per term above the regular contractual load. It is the administration's responsibility to assign 150 instructional load points or its equivalent for Fall and Spring Terms (60 points or its equivalent for Summer I or Summer II Terms). All full-time teaching faculty will be compensated at a rate of $40 per load point for all approved overloads to be paid be-weekly during the term in which the points are earned. However, a faculty member may choose to bank overload points as stipulated in 8.03.

14.05 Substitute Teaching:

Compensation will be paid at the rate of $15 per contract hour for teaching, not in excess of two consecutive week.s Compensation for substitute teaching in excess of two consecutive weeks will be paid at the instructional overload rate prorated over the number of class meetings and retroactive to the first day of substitution.

14.06 Counselors and Librarians Overload:

Compensation time or additional compensation for overload is provided for counselors and librarians at their daily rate of pay prorated for the number of hours worked. Compensation for time accrued but not used by the end of an academic term will be paid at the end of that term, e.g., if compensatory time is accrued or overload is earned between Summer and Fall terms or prior to the end of Fall Term, either the compensatory time will be granted or the faculty member will be paid for the compensatory hours and/or overload hours at the end of the Fall Term.

14.07 Responsibilities In Excess of Basic/College Year:

i.e., Product Contract, evening or weekend responsibilities shall be compensated at the rate of $12 per clock hour.

14.08 Professorial Rank:

Academic titles of INSTRUCTOR, ASSISTANT PROFESSOR, ASSOCIATE PROFESSOR, PROFESSOR, and DISTINGUISHED PROFESSOR will be awarded based on the following criteria:

QUALIFICATIONS:

1. Instructor:
   a. Bachelor's degree and no college faculty experience.

   b. Less than a Bachelor's degree and extensive experience in the major area of employment.

2. Assistant Professor:
   a. Bachelor's degree in the major field plus 18 semester hours beyond the Bachelor's degree and five years of full-time employment in major subject area or closely allied field.
   b. Bachelor's degree plus 30 semester hours beyond the Bachelor's degree and three years of full-time faculty employment in major subject area or closely allied field.
   c. Master's degree in subject area and no college faculty experience.
   d. Master's degree and three years of college faculty experience.
   e. Doctorate and no college faculty experience.

3. Associate Professor:
   a. Doctorate in major field and no college faculty experience.
   b. Doctorate plus five years of college faculty experience of which three years must be at HCC, and tenured.

c. Master's degree in major field plus 18 semester hours in major field beyond the awarding of the Master's degree, 10 years of college faculty experience of which six must be at HCC, and tenured.

d. Master's degree plus 30 semester hours after the awarding of the Master's degree, 18 years of college faculty experience of which 14 years must be at HCC, and tenured.

e. Distinguished Professorship may be granted to an individual as a recognized authority in a subject area.

PROMOTION:

Promotion to a higher professorial rank shall include a salary increase in addition to the negotiated annual salary increase. The increases are:

a. From Associate Professor to Professor $2,000

b. From Assistant Professor to Associate Professor $1,500

c. From Instructor to Assistant Professor $1.000

PROFESSORIAL PROMOTIONS COMMITTEE:

The Professorial Promotions Committee shall be composed of nine tenured members of the faculty and the Vice-President for Academic Affairs.

There shall be three Professors, three Associate Professors, and three Assistant Professors elected to three year terms by the members of each rank. One member of each rank will annually rotate off the Committee. There will be no more than three faculty members from any one location. The Vice-President for Academic Affairs shall chair the Committee.

The Professorial Promotions Committee shall determine the eligibility of the candidate according to the rank and qualifications requirements. The Committee will establish rank order for professorial promotions and present their recommendations to the President.

IMPLEMENTATION:

This plan will be ;implemented in September 1987 with the professorial promotions becoming effective on July 1, 1988. It is recommended that Counselors and Librarians be awarded appropriate professorial rank. All current faculty meeting minimum criteria will be assigned the appropriate professorial rank and be eligible for professorial promotion thereafter.

DURATION CLAUSE

This Agreement shall be effective as of August 26, 1986 and shall continue in effect until 12:00 midnight, August 25, 1989. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing and mutually agreed upon by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

HILLSBOROUGH COMMUNITY COLLEGE

Board of Trustees, Chairman

President

Chief Negotiator

Co-Chief Negotiator

UFF-FTP-NEA

President

Chief Negotiator

Co-Chief Negotiator

July 1, 1986
Date

APPENDICES

DUTY DAYS/DAILY RATE OF PAY CALCULATIONS

N = Number of contractual days in Basic Year Contract.

Basic Year Contract with/without 4-day work week

N is calculated by adding:

Number of class days in Term I
+ Number of inservice days in Term I
+ Number of class days in Term II
+ Number of inservice days in Term II
+ Number of class days in Term III or IV (=P)
+ Number of inservice days in Term III or IV (=Q)

= N, the total number of days in the contractual year.
N is to be used in calculating the actual number of duty days in the Basic Year Contract.

M = The number of contractual days in College Year Contract.

College Year Contract with/without 4-day work week

M = N + P + Q, the total number of days in the College contractual year.

M is to be used in calculating the actual number of duty days in the College Year Contract.

A = Number of contractual days adjusted for 4-day work week.

Basic Year Contract with 4-day work week

A is calculated by adding:

Number of class days in Term I
+ Number of inservice days in Term I
+ Number of class days in Term II
+ Number of inservice days in Term II
+ Number of class days in Term III or IV multiplied by 1.25 = C
+ Number of inservice days in Term III or IV multiplied by 1.25 = D

= A, the total number of "adjusted" days in contractual year.
A is to be used in calculating the daily rate of pay.

Daily Rate of Pay = Contractual salary for Basic Year - A.

The College Year, Contractual Salary = The Basic Year Contractual Salary + the Daily Rate X (C + D).

FACULTY EVALUATION

PERFORMANCE REVIEW

Name____________________ Discipline/Area________________

Location________________ Administrative Evaluator__________________

Date of Pre-Evaluation Conference________________________

Date of Formal Observation____________________ Duration_________________

- -

Examples of Strength in Narrative Form:__________________

____

____

____

____

Areas Needing Improvement, If Any:______________________

____

____

- -

Other Professional Responsibilities:

The faculty member has met his/her other primary responsibilities as outlined in Article 8.01 Primary Responsibilities.	Yes	No
I concur with the statement indicating this faculty member's contributions to the institution as per Article 8.02 Faculty Load.	Yes	No

- -

Based upon this evaluation, I consider the faculty member's overall performance satisfactory.	Yes	No

- -

Appendix B
Page 2 of 2

Evaluator's Recommendations and assistance provided enabling the faculty member to improve performance:________________

____

____

Plan of Action:

A. Time-frame set for demonstrating improvement________

____

____

B. Consequences if no improvement:________________

____

____

Date Completed______________

I have read the above evaluations. In understand that my signature does not constitute a concurrence or approval but signifies that I have been shown this evaluation and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method not in accordance with the contract.

______________________	______________________
Post-Interview Date	Faculty Member
______________________	______________________
Post-Interview Date	Administrative Evaluator

Complete this Section only if Applicable:

This is the administrator's formal notice of serious deficiencies in the faculty member's performance.

______________________	______________________
Date	Administrator
	______________________
	Faculty Member

Note: If completed, this section must be signed by both the administrative evaluator and the faculty member to indicated knowledge of the contents.

Distribution: Original - Personnel File
Copy - Faculty Member

GRIEVANCE PROCEDURE

HISTORY

Grievant's Name________________________File #__________

	Level I Step 2	Level II	Level III	Level IV
Initial Date Filed				
Date Received				
Date Response Filed				
Date Response Received				

FINAL DISPOSITION: DATE OF FINAL DISPOSITION:________
(To be completed by FUSA/HCC)

DISTRIBUTION OF FORMS:

Yellow copy to be retained by grievant/respondent.

Original and all other copies: FUSA/HCC for distribution as follows:

Green:	Respondent/grievant
Pink:	Director of Personnel and Employee Relations
Gold:	Retained by FUSA/HCC
Original:	To be forwarded to next Level under cover of HISTORY.

FUSA/HCC, UFF-FTP-NEA
HILLSBOROUGH COMMUNITY COLLEGE
GRIEVANCE PROCEDURE FORM A

FILE #______

DATE

FILED:______

Circle one:	Level	I	II	III	IV
Circle one:	Step	2			

RESPONDENT'S NAME:______________________

GRIEVANT'S NAME:______________________________

HOME ADDRESS:________________________________

HOME PHONE:__________COLLEGE EXT.#_________POSITION:_________

STATEMENT OF GRIEVANCE (attach additional sheets if necessary):

FACULTY AGREEMENT ARTICLES VIOLATED:

SUPPORTING FACTS (attach additional sheets if necessary):

RELIEF SOUGHT (attach additional sheets if necessary):

____
(Signature of Grievant)

DISTRIBUTION OF FORMS:

Yellow copy to be retained by grievant/respondent.

Original and all other copies: FUSA/HCC for distribution as follows:

Green:	Respondent/grievant
Pink:	Director of Personnel and Employee Relations
Gold:	Retained by FUSA/HCC
Original:	To be forwarded to next level under cover of HISTORY.

Appendix C
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FUSA/HCC, UFF-FTP-NEA
HILLSBOROUGH COMMUNITY COLLEGE
GRIEVANCE FORM B - RESPONSE

FILE #______	Circle one:	Level	I	II	III	IV
DATE	Circle one:	Step	2			

RECEIVED:_________________

DATE OF RESPONSE:_________________

RESPONDENT'S NAME:_________________

COLLEGE EXT.#____________POSITION:_________________

REPLY TO GRIEVANCE (attach additional sheets if necessary):

DISPOSITION (attach additional sheets if necessary):

____
(Signature of Respondent)

I accept the above decision.

I do not agree with the above decision but request the Association not to continue the grievance to the next Level.

I reject the above decision and request the Association to continue the grievance through the next Level.

____
(Signature of Grievant)

Distribution:

Yellow copy to be retained by respondent.

Original and all other copies: FUSA/HCC for distribution as follows:

Green:	Grievant
Pink:	Director of Personnel and Employee Relations
Gold:	Retained by FUSA/HCC
Original:	Forwarded to next level under HISTORY cover.

STATEMENT OF UNDERSTANDING

1. Faculty members who are promoted from one salary rank to a higher salary rank will receive an 11% increase in salary over their previous salary and will be placed in the higher salary rank.

2. Annual salary increases for 1986-87 are effective August 21, 1986.

3. Salary increases for 1987-88 and 1988-89 become effective as of the first day of the respective contractual years.

4. Negotiated overload and substitute pay increases become effective as of August 21, 1986.

5. During the term of this Agreement, all faculty will receive salary increases to the full extent of the negotiated amounts as specified in Articles 14.01 Salary, 14.02 Salary Ranges, 14.03 Salary Increases (A, B, and C), and 14.08 Professorial Rank.

6. The parties will share equally the cost of printing the ratified Agreement for distribution to faculty and administrators.

7. Those faculty hired as of the beginning of the Fall 1986 or Spring 1987 Term will have their basic year contractual salary adjusted to reflect the negotiated increases in 14.01 A, and 14.02. These individuals are not eligible for the 7% increase specified in 14.03 A.

8. Currently employed faculty whose contract has been renewed will be retained with a salary not lower than that held on April 29, 1986. Furthermore, such faculty will be officially acknowledged as being certified to teach in those areas to which they have been assigned during their tenure at the College.

9. The intent of Article 12.05 is to provide all full-time faculty with long-term disability coverage at no cost to the faculty member.

10. Faculty members teaching courses that span Summer I and Summer II, under their basic year contract, will have their regular office hours prorated over the two terms.

AGREEMENT

BETWEEN THE

INDIAN RIVER COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

AND THE

INDIAN RIVER COMMUNITY COLLEGE CHAPTER

OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

August 1, 1987 - July 31, 1988

PREAMBLE

This contract is made and entered into the 1st day of August, 1987, by and between the District Board of Trustees of Indian River Community College, hereinafter called the Board, and the Indian River Community College Chapter of the American Association of University Professors, hereinafter called the Chapter, and has as its purpose the promotion of harmonious relations between the Board and the Chapter; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of grievances without interruption of work and interference with the efficient operation of the College; the establishment of a formal understanding relative to conditions of employment; and the improvement of services to the community.

ARTICLE I

Purpose of Indian River Community College

Indian River Community College is a comprehensive community college dedicated to meeting the educational needs of the citizens of St. Lucie, Martin, Indian River, and Okeechobee counties. Indian River Community College promotes college transfer programs, job skill training, comprehensive student services, lifelong learning, developmental studies, personal enrichment, and community involvement.

The Faculty, Administration, and Board are dedicated to this purpose and to promoting the educational, cultural, and economic advantages of attending Indian River Community College.

The Chapter will cooperate in actively promoting the goals and purpose of IRCC.

ARTICLE II

Recognition

Section 1. The Board recognizes the Chapter as the exclusive bargaining representative for all full-time faculty, which include counselors and librarians and exclude the President, Vice President, deans, Assistant to the President, associate deans, assistant deans, administrative assistants, division directors, coordinators, and others. If titles are created during the life of this contract that are not listed above, the parties will meet and attempt to agree on the inclusion of the new titles.

Section 2. The Board will not, during the life of the contract, meet and negotiate or meet and confer, relative to terms and conditions of employment, with any member of the faculty or group of faculty who is covered by this contract, except through the exclusive bargaining representative.

ARTICLE III

Strikes and Lockouts

Section 1. Lockouts. No lockout of any faculty member shall be instituted by the Board during the term of this contract.

Section 2. Strikes. Because strikes by public employees are illegal in the State of Florida, no strike of any kind, as defined in Florida Statutes, shall be engaged in, sanctioned, or supported by the Chapter, its officers, or agents. In the event the Board alleges that any members of the faculty are engaged in a strike, the Chapter will, upon written notification, immediately notify such members of the faculty in writing of the allegation and the implications of a strike.

ARTICLE IV

Dues Deduction

Section 1. Checkoff. The Board agrees to cooperate with the Chapter in facilitating the deduction of membership dues established by the Chapter, from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty shall be remitted together with an itemized statement to the Chapter office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Chapter agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the College by any faculty member as a result of any action taken in accordance with the provisions of Article IV Section 1.

ARTICLE V

Non-Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all full-time faculty in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, handicap, or Chapter membership.

Section 2. Board Responsibility. The Board accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons, regardless of race, creed, religion, color, national origin, age, sex, marital status, or handicap. The Board will not interfere with the rights of the faculty to become or not to become members of the Chapter; and there shall be no discrimination or interference, restraint, or coercion by the Board representative against any faculty because of Chapter membership or nonmembership or because of any faculty member's activity in an official capacity on behalf of the Chapter if that activity is in accordance with the provisions of this contract.

Section 3. Chapter Responsibility. The Chapter accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, or handicap. The Chapter and its officers agree that it will not restrain members of the bargaining unit from becoming members of the Chapter and will not coerce them to become members.

ARTICLE VI

Past Practices

The parties agree to continue in effect all practices of the Board and Administration, as stated in the current *Faculty Handbook*, concerning terms and conditions of employment (wages, salaries, hours, vacation, sick leave, personal leave, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, fringe benefits, extended professional leave), provided that such practices are not in conflict with the provisions of this contract. In the event of such a conflict, the terms of this contract shall be controlling.

Whereas the *Faculty Handbook* is a part of the contract, any revisions in the *Handbook* must be made by agreement between the Board and the Chapter.

As used in this contract, the term "past practices" refers to those practices defined in the *Guidelines and Procedures* of the College, based upon written rules of the College Administration and of the District Board of Trustees.

ARTICLE VII

Chapter Rights

Section 1. Communications. Copies of all communications distributed generally to the faculty by an administrator shall be supplied to the Chapter at the same time. The Chapter shall designate its address for this purpose.

Section 2. Use of Facilities. The Chapter and its representatives shall have, upon advance request, the right to use the College facilities for meetings if those facilities are available.

Section 3. Transaction of Business. Authorized representatives of the Chapter shall be permitted to transact official Chapter business on College premises provided that this activity shall not interfere with or interrupt the operation of the College.

Section 4. Bulletin Boards. The Chapter shall have the right to post announcements and notices of its activities and concerns on a faculty bulletin board to be located near the post office section of Koblegard Student Union. The Chapter may use the College distribution service and faculty mailboxes for communications to the faculty.

Section 5. Office Space. An office for the exclusive use of the Chapter shall be furnished by the Board.

Section 6. Time for Chapter Meetings. The Administration will attempt to ensure that no member of the bargaining unit is assigned duties during activity period.

Section 7. Supplying Information. Upon request, the Administration agrees to provide the Chapter, within fifteen working days, available information concerning the professional staffing and financial resources of the College, registry of professional personnel, the budget, agendas and minutes of Board meetings, faculty names and addresses, and position on the salary schedule of all members in the bargaining unit.

Section 8. Administration of Contract. The Board agrees that the Chapter representatives be allowed time during the official working day to investigate and process grievances and confer with the College President or his designee concerning the provisions and application of this contract, provided that such time does not interfere with assigned professional duties.

Section 9. Certification of Chapter Representatives. The Chapter president and other elected officials who may represent the faculty in administering this contract shall be certified in writing to the Board by the Chapter president. The Board designees responsible for administration of this contract shall be certified to the Chapter in writing.

Section 10. Released Time for President. The Chapter president shall be credited with six semester hours toward the full-time teaching load for each of the Fall and Spring semesters and three semester hours toward the Summer Semester.

Section 11. Released Time for Bargaining Team. Each of the officially designated members of the bargaining team for the Chapter shall be credited three semester hours toward the full-time teaching load during the semesters of formal negotiation. None of the members of such team shall be entitled to overload for the same term during which released time is granted. If the Chapter president is a member of the bargaining team, he will receive no additional released time.

ARTICLE VIII

Reservation of Rights of the Board

Subject to the provisions of this contract, the Board of Trustees and the President reserve and retain full rights, authority, and discretion (in the proper discharge of the duties and responsibilities) to control, supervise, and manage the College and its professional staff; to determine and administer educational policy; to operate the College and to direct the professional staff; and otherwise to retain all rights, authority, and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Florida and of the United States.

ARTICLE IX

Legal Counsel

In accordance with Florida Statutes, the Board agrees to furnish legal counsel to any faculty member requiring it because of legal actions brought because of his official duties.

ARTICLE X

Contractual Conditions of Employment

Section 1. Contracts. The Chapter agrees to annual instructional contracts for a period of ten months or 200 service days. Options are ten plus one month, or 220 service days; and ten plus two months, or 240 service days. Nine-month contracts (180 service days) may be entered into by mutual consent. Additional Summer Term contracts may also be entered into by mutual consent.

Contracts for instructional personnel hired after the beginning of the Fall Term will be pro-rated based on the number of service days to be actually served in comparison to the total service days for each particular type of contract. The compensation will be similarly pro-rated based on the professional rank of the instructor involved. Subsequent annual contracts will bear the same beginning and ending dates as all other similar contracts.

Section 2. Service Days. Employment of professional personnel at IRCC shall be consistent with Florida State Statutes, Department of Education Rules, and Rules of the District Board of Trustees. Twenty (20) service days are equivalent to one month of service. A service day is defined as any day in which an employee has contractual responsibilities. (See Article X Section 3.)

Section 3. Responsibilities. A full-time faculty member will be responsible for forty hours per week, which shall include, but not be limited to, the following activities, on or off campus: classroom periods; office periods; standing and ad hoc committee meetings; student advisement; student conferences; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intra-campus communications; faculty meetings; departmental meetings; community-related clubs or organizations which require the direct need of a faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after approval of such study and its relationship to the discipline by a College administrator); securing typing, duplicating, and printing services; inter-campus communications; ordering audio-visual programs; learning-center acquisition selections; curriculum review and improvement; textbook evaluation and selection; supplies requisitioning and inventory control; and other professional activities.

Section 4. Instructional Responsibilities. The normal instructional credit-hour teaching load shall consist of fifteen (15) to seventeen (17) credit hours or their equivalent for the Fall and Spring semesters. The Summer teaching load will be from three (3) to six (6) credit hours per term.

Total credit-hour teaching load per academic year will be no more than thirty-seven (37) per instructor, before entering overload status. During the Summer term no full-time faculty member will be assigned more than two contact periods, as defined as the time which meets the criteria set forth by the Florida Department of Education.

Section 5. Laboratory Courses. All courses that are determined by the Administration to be laboratory courses will be allotted the equivalent of one (1) credit hour for each two (2) laboratory hours. A laboratory hour is a fifty-minute period in which a student uses instruments and materials that cannot be used without proper supervision and special facilities.

Section 6. Night Classes. With the exception of courses specifically operated as night programs (determined by Administration), no instructor will be required to teach more than two nights per week per semester without his consent. No instructor will be assigned a tenth-period class (as defined in the current catalogue) followed by a first-period class (as defined in the current catalogue) the next day without his consent.

Section 7. Compensating Assignments. In the event that a full-time faculty member's regularly scheduled classes fail to meet the necessary enrollment, the faculty member shall be consulted and assigned a compensating assignment from unassigned courses in the areas of the instructor's certification, or some other professional assignment as designated by the Dean of Instruction.

Section 8. Off-Campus Service. As a part of their regular services, faculty members may be assigned classes in off-campus sites in the district served by the college. With the exception of classes specifically designated as night programs by the Administration, instructors shall teach at only one off-campus site per day. At no time shall a member be required to teach at two different sites, including the main campus, on the same night. With the exception of specific night programs, faculty members shall teach at a maximum of two off-campus sites per semester, unless it is otherwise agreed.

Section 9. Committee Membership. Every faculty member is expected to serve on at least one committee but no more than two committees, unless the faculty member agrees to any additional assignments. In the event of a special committee assignment in addition to the prior two committee assignments, the faculty member will be released from one of the two previously assigned committees. This section applies to membership on standing and ad hoc committees of the faculty as well as the Executive Council of the AAUP and Promotions Committee. The Chapter president and the Executive Council members will serve only on the Executive Council and shall not be assigned further committee assignments unless a Council member requests additional committee assignments.

One exception to the above restrictions on committee assignments for faculty members and the Chapter president is applicable. This concerns those instances when campus-wide participation of all groups of employees is required, such as the Southern Association of Colleges and Schools self-study, or other accreditation/accountability procedures that are mandated.

Section 10. Substitute Instruction. Substitute instruction, when performed by a full-time faculty member upon assignment by the President or his representative, shall be with the consent of the substituting instructor. All substituting shall be paid on a pro-rated overload basis, computed by using the current Faculty Salary Schedule based on professional rank.

Section 11. Short Term Contracts. When faculty members are requested to accept, and do accept, a Second Summer Term-teaching assignment, compensation will be paid at overload rates.

ARTICLE XI

Salaries

For the academic year 1987-88, the following salary schedule will be in effect:

INDIAN RIVER COMMUNITY COLLEGE

1987-88 FACULTY SALARY SCHEDULE FOR TEN MONTH CONTRACTS

STEP	INSTRUCTORS	MASTER INSTRUCTORS	ASSISTANT PROFESSORS	ASSOCIATE PROFESSORS	PROFESSORS
Beginning	$23,770	$25,880	$27,980	$32,070	$36,270
After 1 year	$24,890	$26,990	$29,100	$33,180	$37,390
After 2 years	$26,000	$28,110	$30,200	$34,290	$38,510
After 3 years	$26,990	$29,100	$31,200	$35,270	$39,500
After 4 years	$27,980	$30,090	$32,070	$36,270	$40,490
After 5 years	$28,850	$30,950	$33,060	$37,130	$41,340
After 6 years	$29,460	$31,570	$33,670	$37,890	$41,970
After 7 years	$30,120	$32,180	$34,290	$38,510	$42,700
After 8 years	$30,820	$32,940	$34,920	$39,120	$43,330
After 9 years	$31,320	$33,430	$35,530	$39,740	$43,830

For ten-plus-one-month contracts, add one-tenth of the appropriate amount above.

For ten-plus-two-month contracts, add two-tenths of the appropriate amount above.

The Special Payment Schedule for 1987-88 is as follows:

Department Chairmen	$1,510
Major Sports-Head Coaches	$2,730
Assistant Coaches and Minor Sports Coaches	$1,790
Intramurals	$1,510
Cheerleader Sponsor	$1,510
Gordon Rule Administrator	$1,510

Overloads

Full-time faculty may be asked, but not required, to teach credit classes beyond the maximum credit-hour assignment, as defined in Article X, Section 4.

Overloads that are paid for at the end of Fall and Spring terms will not count toward the maximum teaching load of thirty-seven (37) credit hours for the academic year.

Full-time faculty members with overloads will be paid for the academic year 1985-86 at the following rates, per credit hour:

Professor	$570.00
Associate Professor	$545.00
Assistant Professor	$500.00
Master Instructor	$460.00
Instructor	$400.00

Non-credit teaching, if not part of assigned load, shall be paid to full-time faculty as follows:

RANK	SCHEDULE
Professor	$17.00 per hour
Associate Professor	$16.25 per hour
Assistant Professor	$15.50 per hour
Master Instructor	$14.50 per hour
Instructor	$13.25 per hour

ARTICLE XII

Provisions for Bargaining Unit Members Not Eligible for Continuing Contract

A member of the bargaining unit who, because of contract status or employment status under a State or Federal Grant, is not eligible for continuing contract status is entitled to all benefits of faculty membership and employment; however, the individual's contract will supersede all provisions of this contract where a conflict exists.

ARTICLE XIII

Leave of Absence

During the term of this contract, the Board agrees to continue the provisions for leave of absence with pay and leave of absence without pay, as presented in the current Faculty Handbook.

ARTICLE XIV

Employment Contracts and Certification

During the term of this contract, the Board agrees to continue the provisions as stated in the current Faculty Handbook.

ARTICLE XV

Faculty Rank and Promotion

Section 1. Minimum Eligibility Criteria. The following minimum criteria must be met if a faculty member is to be considered eligible for employment or promotion to a specific rank. Satisfaction of the criteria does not guarantee such employment or promotion; it is simply the minimum required for eligibility. A faculty member, after completion of two years at IRCC, may present to the Dean of Instruction a written request for promotion.

Instructor: Earned Bachelor's degree plus 10 quarter hours of graduate course work, plus three years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus five years' experience in the field of specialization, or the equivalent qualifications.

Master Instructor: Earned Master's degree plus one year of experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus 15 quarter hours of additional graduate course work, plus five years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus ten years experience in the field of specialization.

Assistant Professor: Earned Master's degree plus 30 quarter hours of additional graduate course work, with no experience necessary, or the equivalent qualifications.

or

Earned Master's degree plus 15 quarter hours of additional course work, plus two years' experience in the field, or the equivalent qualifications.

or

Earned Master's degree plus five years' teaching experience in the field of specialization, or the equivalent qualifications.

Associate Professor: Earned Master's degree plus 50 quarter hours of additional graduate course work or admission to candidacy in a recognized doctoral program at an accredited institution, plus five years in the field of specialization.

Full Professor: Earned Doctorate.

Section 2. Promotion to Assistant Professor upon Reception of Tenure. Upon gaining tenure, a teacher who is employed at the Instructor or Master Instructor level and is qualified for the rank of Assistant Professor shall be promoted to Assistant Professor. Candidates for this promotion must follow the same procedure followed by all other applicants for promotion, including a letter of intent to the Dean of Instruction and submission of appropriate documents to the Promotions Committee.

Section 3. Deadline for Promotion Applications. The deadline for filing an application with the Dean of Instruction for consideration for the following contract year is December 1.

Section 4. Promotions Committee. The Promotions Committee consists of three full professors elected annually by the Chapter. Promotions Committee members will not be required to serve on any other regular committee during their tenure on the Promotions Committee. The committee will have full access to student evaluations, self-evaluations, and written evaluations of the applicants made by their division directors. The committee will review each request for promotion, decide whether the applicant is promotable, and report its decision to the President of the College and to the applicant.

ARTICLE XVI

Transfers, Abolishment of Positions, Reduction in Force

Section 1. Transfers. Notice of full-time vacancies in the College shall be made known to the faculty and the Chapter. Faculty who are applicants to fill such vacancies shall be considered in filling the vacancies. If accepted, an individual shall retain all rights and privileges as provided by Florida Statutes and State Board Rules.

Section 2. Layoff Procedures. In the event that it is necessary to lay off faculty either because a program has been discontinued or because of financial exigency, the following procedure shall be employed:

Step 1. The College President, or his designee, shall call a meeting between representatives of the Administration and of the Chapter to discuss potential solutions to the problem of unneeded personnel in a particular program or department. If possible, an individual to be laid off will be placed in any vacancy for which he is qualified.

Step 2. If Step 1 does not produce a satisfactory solution to the problem of unneeded personnel, adjunct faculty in any field in which the unneeded faculty are legally certified to teach shall be dismissed in favor of the unneeded faculty.

Step 3. If Steps 1 and 2 fail to solve the problem of unneeded faculty, layoffs in a particular program or department shall be in order of seniority with the most recently hired faculty being laid off first.

A. A faculty member on continuing contract who is scheduled for layoff may, if legally qualified, take the position of a noncontinuing-contract member anywhere in the College.

B. Notice of layoff shall be as follows:

1. A noncontinuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, that his contract may not be renewed.
2. A continuing-contract faculty member who is to be laid off because of discontinuation of program shall receive twelve (12) months' notice. A continuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, or as provided by law.
3. A continuing-contract faculty member who is to be laid off shall receive a one-year sabbatical to enable him either to increase his skills or to train for a new field.

For a period of twelve (12) months, the person on sabbatical is to receive monthly remuneration of 50 percent of the monthly salary which would be paid to him if he were not laid off. The number of such sabbaticals granted per year shall not exceed four percent of the total number of certified full-time faculty employed by the College.

If the number of applicants for sabbaticals exceeds the number of sabbaticals available, sabbaticals will be awarded on the basis of seniority in the College.

Section 3. Recall Procedure. Faculty members who have continuing-contract status shall have recall rights for three (3) years for any available academic position. Recall shall be in inverse order of layoff.

ARTICLE XVII

Holidays

The academic calendar will provide that no faculty will be scheduled to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Veterans Day. When any of the above holidays falls on Saturday, the preceding Friday shall be the holiday. When any of the above holidays falls on Sunday, the following Monday shall be the holiday. Any member of the faculty who observes religious holidays on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his employment for such observance. However, he shall file, with the Dean of Instruction, appropriate documents for such leave, which shall be deducted from the balance of his sick leave days.

ARTICLE XVIII

Fringe Benefits

During the term of this contract, the Board agrees to provide fringe benefits to the faculty which include the following: life, accident, and accidental death insurance; health insurance; long-term disability insurance; unemployment compensation insurance; worker's compensation insurance; sick leave pool; retirement system; indemnification of court-assessed damages against employees; reimbursement of tuition and fees for educational experiences approved (in advance) by the Administration and taken at accredited institutions; reserved parking spaces; free admission to athletic events; and swimming pool privileges. The Chapter will be notified of and involved in the consideration of any substantive changes to be made in the contractual agreements concerning benefits (for example, insurance programs) as they pertain to the faculty. The District Board of Trustees also agree to provide Sick Leave Fringe Benefits as specified in House Bill 416, contingent upon becoming FLA Law effective October 1987.

ARTICLE XIX

Rights of the Faculty

Section 1. Academic Freedom. The Chapter subscribes to the AAUP 1940 Statement of Principles and the Interpretive Comments of 1940 and 1970, which point out the following: (1) the faculty member is entitled to reasonable freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject; and (2) the faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and as an educational employee, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the institution.

Section 2. Citizenship. The faculty shall be entitled to full rights of citizenship and shall claim all rights permitted to it by law.

Section 3. Confidentiality. The faculty shall not be expected to disclose information given to it in confidence regarding students unless required to do so by law.

Section 4. Board Policies. Each faculty member shall be given a copy of the current contract, IRCC Guidelines and Procedures, and Faculty Handbook. Faculty shall not be held accountable for such rules and regulations until distribution has been made.

Section 5. Office. The Administration shall provide to each faculty member office space and office equipment necessary for the faculty member to provide his assigned services.

Section 6. Travel Expenses. The faculty member shall be reimbursed for expenses incurred during travel required for College business in accordance with current travel rules and regulations of the State of Florida as authorized by statute.

Section 7. Check Distribution. Faculty members must have their checks available on the scheduled date and at the scheduled time unless delay is caused by unforeseen circumstances.

ARTICLE XX

Meaning of Tenure

Faculty members having tenure have appointments continued from year to year without necessity for annual or other renewals. Tenure of a faculty member shall continue until death; resignation; mandatory retirement under current federal laws; termination for cause (Article XXI); or, in extraordinary circumstances, a financial exigency (Article XVI Section 2).

ARTICLE XXI

Termination of Appointment for Cause

Section 1. Definition of Cause. Adequate cause for the dismissal of a faculty member who has tenure or whose non-tenured appointment is being terminated without the notice normally required is restricted to: (1) immorality, (2) misconduct in office, (3) incompetency, (4) gross insubordination, (5) willful neglect of duty, (6) drunkenness, or (7) conviction of any crime involving moral turpitude. The burden of proof in establishing cause for dismissal rests with the College Administration.

Section 2. Procedural Rights of the Faculty. When reason arises to question the fitness of a faculty member, the President of the College or his designated representative will discuss the matter with the faculty member in a personal conference, at which the faculty member may choose to be accompanied by a Chapter representative or an attorney. The matter may be terminated by mutual consent at this point.

If an adjustment does not result, then the matter will be considered according to current pertinent Board of Education Rules. (See also Article XXIII.)

ARTICLE XXII

Miscellaneous Provisions

Section 1. Classes at Other Institutions. With the approval of the Dean of Instruction, schedules, insofar as practicable, are to be arranged whenever requested to allow faculty to attend classes at other institutions of higher education up to two courses per term.

Section 2. Attendance at College Functions. Faculty attendance at all College-sponsored functions and activities shall be voluntary unless part of the individual faculty member's workload.

Section 3. Liability. The Chapter shall not hold the Board responsible for personal property stored or utilized on College property.

Section 4. Administrative Assignments. Instructors, counselors, or librarians who are also designated as administrators in the College shall not be assigned in excess of 50 percent instructor, counselor, and librarian responsibilities unless an exception is approved by the President and the Chapter. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit.

Section 5. Protection of Bargaining Process. No member of the bargaining unit will receive any term or condition of employment that is more or less advantageous than any contained in this contract.

ARTICLE XXIII

Adjustment Procedures

Section 1. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Chapter against the Administration involving the interpretation or application of the specific provisions of this contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the Administration. Grievances that arose previous to the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taken against any member of the faculty for participating in a grievance.

Section 2. Grievance Procedures. Step 1. If a complaint that falls within the definition of a grievance is not satisfactorily resolved in informal discussions; and if five (5) working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the Administration. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written complaint--signed by both the faculty member and the Chapter grievance representative on the campus, in individual faculty grievances (or signed alone by the Chapter grievance representative on the campus, in case of

Chapter grievance)--shall set forth the nature of the problem, the facts on which it is based, the alleged violation, and the relief requested.

In the event that the faculty member elects to file a charge without the intervention of the Chapter grievance representative, the Administration will immediately notify the Chapter grievance representative that a grievance charge has been filed and will supply the representative with a copy of the charge. No representative of the Administration will meet with the faculty member without first affording reasonable opportunity for the Chapter representative to be present at such meeting.

The written grievance will be submitted by the complainant to the appropriate division director or his representative. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the decision of the division director or his representative is not satisfactory, the grievance will be taken to Step 2.

Step 2. All written materials from Step 1 will be submitted by the complainant to the appropriate dean within three (3) working days of the receipt of an unsatisfactory decision. Grievances originating at off-campus sites will be submitted to the administrator in charge of the off-campus sites; grievances originating on the main campus will be submitted to the Associate Dean of Instruction. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 3 will be taken.

Step 3. All written materials from Steps 1 and 2 will be submitted to the Dean of Instruction or his representative. This appeal will be filed within three (3) working days of receipt of an unsatisfactory written decision from the last appeal. The Dean of Instruction or his representative will give a written decision within three (3) working days of receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 4 will be taken.

Step 4. All written materials from Steps 1, 2, and 3 will be submitted to the President of Indian River Community College or his representative. The President or his representative will give a written decision within five (5) working days of the receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative.

Step 5. If the President's decision or his representative's decision is unsatisfactory, the grievance will be submitted to an impartial, neutral arbitrator mutually selected by the parties from the list of approved arbitrators maintained by PERC. The administration will be notified by registered mail within five (5) working days of the employee's intention to submit the grievance to arbitration.

The arbitrator's decision shall be final and binding; however, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

The compensation, if any, of the arbitrator shall be borne equally by the Administration and the Chapter.

ARTICLE XXIV

Totality of Agreement

Each party, for the lifetime of the contract, agrees that the other shall not be obligated to bargain collectively with any subject matter referred to or not referred to or governed by or not governed by this contract, unless the Board and the Chapter mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

ARTICLE XXV

Savings Clause

The contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations thereof. In the event that any provision of this contract is found to be inconsistent with existing legislative statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative; but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the contract, it shall at that time become operative, (i.e. House Bill 416, Sick Leave).

If the enactment of any provision or portion of this contract is prevented because of applicable legislative action, executive order, or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decision shall be invalid, the remainder of this contract continuing in full force and effect for the term of the contract, provided, however, any provision of this contract is prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this contract or any extension thereof.

ARTICLE XXVI

Term of Contract

This contract shall be effective on the 1st day of August 1987 and shall remain in full force and effect through the 31st day of July 1988.

For the Board	For the Chapter
Chairman	Carl W Davis Chief Negotiator
Herman A. Heise Secretary	Reginald M Woodall Negotiator

REC
JUL
BY PERSONNEL

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES
of
PALM BEACH JUNIOR COLLEGE
and the
UNITED FACULTY
of
PALM BEACH JUNIOR COLLEGE

JULY 8, 1987
through
JUNE 30, 1989

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PREAMBLE

This Agreement is made and entered into by and between the District Board of Trustees of Palm Beach Junior College and the United Faculty of Palm Beach Junior College as of 12:01 a.m. on the day following the later of the ratification dates shown on page fifty-eight.

ARTICLE I

RECOGNITION

Section A: The Board hereby recognizes the United Faculty of Palm Beach Junior College as the exclusive collective bargaining agent with respect to all wages, hours, working conditions, and conditions of employment for all full-time instructional faculty, all full-time librarians, all full-time counselors and Assistant Directors of Library Services III employed by it.

Section B: It is understood and agreed that the U.F. shall have the right to represent unit members in processing grievances (as defined later in this Agreement) through the grievance procedure, subject to the limitations contained in the Florida law.

Section C: The U.F. shall represent all members of the bargaining unit actively employed at the College or on authorized leave, so long as they continue to have employment relationships with the College.

Section D: The Board will not recognize the U.F. as the exclusive bargaining agent for any employees except those referred to in Section A above, in the absence of a proper certification.

Section E: If a dispute arises during the term of this Agreement as to whether any position is within the bargaining unit described in Section A, that dispute will be subject to resolution through normal legal procedures.

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ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Section A: Board shall mean the District Board of Trustees of Palm Beach Junior College.

Section B: Employer shall mean the District Board of Trustees of Palm Beach Junior College, Florida.

Section C: U.F. shall mean the United Faculty of Palm Beach Junior College.

Section D: Bargaining unit shall mean the unit described in Article I, Section A.

Section E: Unit member shall mean an employee within the bargaining unit.

Section F: Full-time shall mean being assigned to duties requiring a minimum of 35 or 40 duty hours a week during any term, depending on individual contract length.

ARTICLE III

UNION RIGHTS

Section A: Upon request of the President of the U.F., the President of the College shall supply or shall cause to be supplied any and all information to the extent required by law which may be necessary for the U.F. to process any grievance or complaint.

Section B: During the term of this Agreement, the Employer will not withhold from the U.F. (or its designated representative) any information to which it is entitled under Florida law. The Vice President of Planning and Information Systems will see to it that this Section is complied with. The College will continue, as in the past, to deposit documents of interest to faculty in the library from time to time, and generally in the same manner as in the past.

Section C: All Division Chairpersons will upon request share with the President of the U.F. or his/her designee information they have at any given time concerning scheduling or tentative scheduling.

Section D: The Employer agrees that the policy of the District Board of Trustees of the College will not be applied to the U.F. in a manner which is discriminatory when compared with the application of the same policy to other non-College groups seeking the use of College facilities.

Section E: The United Faculty shall have the right to represent any faculty member who wishes to be represented at any scheduled meeting between the faculty member and any member of the Board or Administration, the subject matter of which is within the scope of wages, hours, working conditions, and conditions of employment.

Section F: The College will designate one bulletin board or a reasonable amount of bulletin board space on each campus exclusively for Union business, the location to be determined by the College. The Union will not have access to other campus bulletin boards. All materials to be confined to official Union business and will not be derogatory towards the College or members of the Board or Administration. All postings must have U.F. approval as indicated by the signature of the Union President or his/her designee. Posted material must be submitted to the College President or his/her designee concurrently with posting. The

College reserves the right to remove from bulletin boards any material which does not conform to these provisions or which is controversial or potentially disruptive.

Section G: The U.F. may, during non-duty hours, place U.F. materials in the individual mailboxes of faculty members, so long as a copy of all materials distributed is provided concurrently to the President or his/her designee. The Union will not use the College mail service, College equipment, College personnel, and/or College supplies or materials.

Section H: Representatives of the United Faculty may, at the election of the Union, be included in the process of preparing the academic calendar for the succeeding year at the same time and to the same extent as the Registrar and other individuals currently providing input to the Vice President for Planning and Information Systems or other responsible individuals.

When the next required calendar has been prepared the Board's bargaining team will present it at the bargaining table, where it will be submitted to the bargaining process. This will be an exception to Article XXXIV, Section B.

It is agreed that implementation of the calendar as developed by the Administration shall not in any event be delayed by any disagreement as to its contents. After implementation, in the absence of agreement on the entire calendar, the United Faculty may have negotiations at its request at any time, as to future calendar events subject to the proviso of the above sentence.

Section I: The Administration shall, upon no more than two requests a year, furnish the President of the UF a complete list of unit members. This list shall include each unit member's name and address.

ARTICLE IV

RIGHTS OF UNIT MEMBERS

Section A: The parties agree and understand that each employee within the bargaining unit shall have the right to or not to freely organize, join, and support the U.F. for the purpose of engaging in collective bargaining and other concerted lawful activities for mutual aid and protection.

Section B: The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age (within the limits of protection afforded by the Federal Age Discrimination Act), sex or legitimate Union activity.

Section C: 1. No written reprimand concerning the actions of any unit member shall be placed in a unit member's personnel folder by any administrator or supervisor unless notice of such action is given to the affected unit member at least twenty-four (24) hours in advance of the action, or unless such unit member is previously provided with the reprimand.

2. If a unit member is called to a conference or meeting with a supervisor or administrator, the unit member will be entitled upon asking to be told whether or not the meeting is intended to be disciplinary in nature.

3. None of the provisions of Article IV, Section C, shall operate to deprive any unit member of any right assured to him or her by state or federal law.

Section D: Any legal outside activity of a unit member shall not be the concern of the Board or its agents unless it adversely affects the College or the terms of the unit member's contract, or violates State Board of Education Regulations or Board Rules.

Section E: When any unit member believes that he/she is being required to work under unreasonably unsafe or hazardous conditions or to perform tasks which unreasonably endanger his/her health, safety, or well-being, the unit member shall inform the Vice President of Business Affairs or his/her designee in writing of the condition(s) and may suggest ways to remedy the condition(s). The Vice President of Business Affairs or his/her designee may seek the advice of the College's insurance carrier with reference to the condition(s). If the United Faculty concurs in writing with the unit member that an unreasonably unsafe or unreasonably endangering situation exists and if this situation is found to be unreasonably unsafe or unreasonably endangering by an expert mutually acceptable to the unit member and the Administration or, failing that, two experts, one selected by the unit member and one selected by the Administration, the Vice President of Business Affairs or his/her designee, shall make a reasonable effort not involving substantial expense to alleviate the condition(s). The Vice President of Business Affairs or his/her designee shall inform the unit member who registered the complaint and the United Faculty in writing as to the decision concerning the condition(s).

Section F: Whenever the Employer makes any change in duties or responsibilities of any faculty member, it will meet with the U.F. upon request to discuss any objections that the affected faculty member may have to such change. This obligation to meet and discuss shall not operate, however, to delay the effectuation of any change, nor does it imply that the Employer's action will necessarily be modified as a result of that discussion. The Administration will endeavor to make the imminency of such changes known to the affected employee in advance of their effective dates to facilitate pre-effectuation discussion within the limits of feasibility and operational efficiency. Performance of new duties as contemplated in this Article will not imply a waiver of any right the unit member might have under this Agreement.

Section G: Unit members shall have a right to inspect their personnel file documents created by and maintained within the College administration. Copies of such documents will be made available to such faculty members at a cost of 15 cents per page.

Section H: The Office of Development will place in the *Monday Report* notices of grants which are available to faculty members promptly after receiving such information.

During the sessions of the State Legislature, information concerning bills relating to community college will be placed in the library as it becomes available and is received.

Section I: The Administration will entertain requests from individual faculty members with relatively equal qualifications to exchange teaching assignments on a full term basis, and approval of such requests, when they are for good cause, will not be unreasonably withheld.

Section J: All Division Chairpersons will upon request share with unit members whatever information they have at any given time concerning scheduling or tentative scheduling.

Section K: Full-time teaching faculty's assignments for each term shall ordinarily be made before adjunct faculty assignments ar made. This procedure shall, however, yield to operational considerations on the basis of administrative discretion.

Section L: When unit members are assigned to an evening class as part of their regular load, the Board, through the Administration, will make a good-faith but non-mandatory effort to avoid scheduling unit members for classes starting at 7:30 a.m. or earlier the following morning, except where the unit member volunteers for such classes, and subject always to the needs of the institution.

Section M: The right to apply for, receive equal procedural consideration for, and/or hold a faculty position at the College shall not be denied a qualified professional person solely because a member of his or her immediate family is already employed at the College. However, the College may not be required to employ a person in a position where he will either supervise or be supervised by a member of his immediate family.

Section N: The observation report of non-tenured faculty, as required by Board of Trustees Policy 6Hx-18-5.42, must contain a conclusionary statement either positive or negative of the observed classroom or duty performance. All classroom or duty observation performed by Division Chairpersons or supervisory administrators and evaluations by same shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any written evaluations may be answered by the faculty member within fourteen (14) working days of signature by the faculty member, and such answer shall be attached to the evaluation in the file. Nothing in this Agreement or in Board policies shall be construed as creating in any unit member any right to be observed or evaluated, nor shall any such observation or evaluation or assistance effort made pursuant thereto, be deemed a precondition to any personnel action. Should a unit member not meet expectations, as reflected either in the evaluation instrument or the classroom observation report, supervisory personnel shall make a reasonable effort to assist the unit member in designing a modus of improvement, upon written request by the unit member. Any actions or efforts under this paragraph shall not be subject to the grievance procedure of this contract.

Each tenured faculty member will be subject to a written evaluation by his/her Division Chairperson or supervisory administrator at least once a year, which may be based in whole or part on classroom or duty observations. Such evaluation must contain a conclusionary statement, either positive or negative, and shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any evaluation may be answered by the unit member within fourteen (14) working days of signature by the faculty member and such answer shall be attached to the evaluation in his/her file. Whenever classroom or duty observations are conducted by any administrator(s) for purposes of instructor evaluation, the administrator's conclusion will be reduced to writing and made known to the instructor involved.

Section O: It is declared to be, and shall continue during the term of this Agreement to be, the policy of the Board to avoid decisions the primary purpose of which is to diminish the size of the bargaining unit. This Section does not, however, create any right or cause of action in any individual unit employee, nor does it in any way or to any extent provide new or enhanced employment rights to personnel on annual contract status. A claim of violation of this Section shall give rise only to a U.F. grievance under Article XXVIII, and to no other right or cause of action in anyone.

Section P: The Employer shall assign the number of hours of work and the work load to unit members in accordance with Article XXI and Appendix C.

Section Q: The College will absorb 100% of the cost of an academic gown, mortar and hood , if purchased at the Bookstore, for each unit member on continuing contract and required to participate in commencement exercises.

Unit members on continuing contract, who purchase their academic regalia from outside vendors, will be eligible for reimbursement not to exceed 100% of the cost of the middle quality gown, mortar and hood as sold by the Bookstore.

The College will purchase only one set of academic regalia for each unit member, even if they leave the College and are reemployed at a future time.

Section R: Nothing in this Article or this Agreement shall be construed, standing alone, as creating in any unit member not on continuing contract status any property right in his/her job or any right or improved prospects for continuing contract status.

ARTICLE V

UNIT EMPLOYEES TO COOPERATE AS TO SANITATION AND SAFETY

Section A: The Employer shall at all times have the right and prerogative to require the affirmative cooperation of all unit members in keeping all premises and facilities safe, sanitary and clean, on pain of appropriate disciplinary action. This does not mean that unit members are to perform janitorial services.

ARTICLE VI

UNIT MEMBERS TO ASSIST BOARD IN DISCHARGING ITS RESPONSIBILITIES

Section A: The Employer shall at all times have the right and prerogative of requiring the affirmative, full and complete cooperation of all unit members in assisting it to be and remain in compliance with all laws and regulations to which it is or may be subject.

ARTICLE VII

UNIT MEMBERS TO DISCLOSE INFORMATION

Section A: The Employer shall at all times, and subject to any constitutional or other lawful privileges that may exist and be invoked and supported by the unit member, have the right and prerogative of requiring any unit member to make available to its administrative officials any information which he/she may possess and which is necessary to enable or assist the Board and/or Administration in carrying forward or carrying out the normal functions of the College.

ARTICLE VIII

ACADEMIC RANK SYSTEM

Section A: The parties agree that the academic rank system in effect prior to the execution of this Agreement will remain in effect. Salary schedules and other compensation schedules published pursuant thereto are approved.

Section B: Unit members desiring advice regarding acceptable course work to qualify for advancement in academic rank may contact the Chairperson of the Committee for Academic Promotions or the Director of Personnel to verify acceptable course work for promotional consideration consistent with the Committee for Academic Promotions' Guidelines.

Unit members who meet the criteria for advancement to a particular rank, as specified in Appendix A, may apply to the Director of Personnel or the Chairperson of the Committee for Academic Promotions, who will advise them as to the procedures and further requirements for seeking advancement, and as to the Committee's guidelines. To qualify for promotional consideration it is understood that requirements include: (1) a recommendation in writing to the Director of Personnel for advancement to the higher rank by the administrator or supervisor who evaluates the unit member before September 1 of the academic year when such promotion would be effective, (2) a recommendation for advancement to the higher rank by the Committee for Academic Promotions, and (3) a recommendation by the President of Palm

Beach Junior College. When additional course work is needed to qualify for promotional consideration, the faculty member must submit an official copy of a transcript to the Director of Personnel verifying such course work has been successfully completed.

ARTICLE IX

REPLACEMENT/SUBSTITUTE PAY

Section A: The parties agree to the following provisions relative to payment of instructional personnel, as otherwise provided for under current Board rule, for work outside of the individual's regular load as replacement or substitute for other instructional personnel:

1. Wages shall be paid in accordance with salary schedule contained in Appendix B.

2. Payment to instructional personnel for replacing or substituting for other instructional personnel shall be made beginning the first day of replacement or substitution.

ARTICLE X

CREATION, PUBLICATION AND SALE OF TEXTS AND OTHER MATERIALS

Section: A: Unit members who write material for publication for remuneration must do so outside of duty hours, except with the prior consent and approval of the Administration.

Section: B: Writings and other creations produced by unit members during duty hours can be sold or published only by agreement between the unit member and the Board upon such terms as they may agree to.

ARTICLE XI

U.F. ACTIVITIES DURING WORK DAY OR WEEK, EMERGENCIES

Section A: During the term of this Agreement, U.F. representatives and unit members will not engage in Union or U.F. activities during the working time of any employee involved, without prior permission from the Administration. Unit members will not be interfered with or interrupted for such purposes during class time, scheduled or posted office hours, conferences, or over the objection of any individual involved.

Persons not in the employ of P.B.J.C. but acting as agents, representatives, or in behalf of the U.F. will not approach unit members during class time, posted or scheduled office hours, or during any time when any person involved is on work time, except with the prior permission of the Administration for that encounter. "Union or U.F. activities" includes, but is not limited to, solicitations with reference to union matters.

Section B: When it is necessary for a unit member to engage in U.F. activities directly relating to U.F. duties which cannot be performed other than during normal College hours, or which constitute an emergency situation, the member shall be allowed to take personal leave on an unpaid basis for this purpose, provided that no instructor shall miss more than 20% of the scheduled meetings of any class that he/she is scheduled for in any term, and provided that the total time taken by all U.F. members hereunder shall not exceed ten (10) days in each of the Fall or Winter terms, and no days in each of the Spring and Summer terms.

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Section C: Application for such leave shall be made as required by the applicable Board rule and the applicant shall state in the application the number of meetings of any given class that he/she has missed during the current term to engage in U.F. activities.

ARTICLE XII

WORK HOURS

Section A: The work week and work day shall remain as provided for by Board rules during the term of this Agreement. However, the Administration will in good faith seek to avoid undue hardships to unit members in the matter of scheduling work.

Section B: The Board reserves the right at any time and without need for further bargaining, to modify the work week for unit members, or any number of unit members, as by utilizing a four-day work week instead of a five-day work week, or as by designating work days different from those usually worked, provided that no such modification shall result in a unit member's loss of gross pay under an existing contract of employment. This Section relates to Spring and Summer terms only.

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ARTICLE XIII

WEEKEND CLASS ASSIGNMENTS

Section A: In the event that weekend classes are offered, the necessary instructional faculty, librarians and counselors will be provided and assigned in the following manner:

(1) Assignments will be made from among those unit members who request weekend classes as part of their regular loads, with the Employer retaining the prerogative of determining qualifications and suitability for the particular assignments which are available.

(2) With reference to any openings which remain unfilled after assignments are made under numerical paragraph 1, assignments will be made from among unit members who volunteer for weekend classes on an overload basis. In the event that the College is then unable to assign such unit member a full regular load for the term involved, the assigned weekend class will nevertheless be paid for as an overload, and payment therefore will be made at the end of that term.

(3) The Board will not mandate a weekend class as a part of any unit member's regular load because of inability to assign that person a full regular load to be performed during Monday through Friday.

ARTICLE XIV

MID-TERM GRADE PROCEDURE

Section A: Within one week after the close of the mid-term grading period a mid-term grade for each student will be posted outside the office of each teaching unit member for each class that the teaching unit member teaches. To facilitate this procedure the Registrar or his designee will provide computer class lists, arranged in random order.

ARTICLE XV

TRAVEL EXPENSES

Section A: Travel expenses will be paid to unit members under Board rules without discrimination as between unit personnel and non-unit personnel, subject to any qualifications, or limitations imposed by higher authorities, by way of regulations, laws, etc., during the term of this Agreement.

ARTICLE XVI

ASSIGNED WORK LOCATIONS

Section A: There shall be no discrimination on account of U.F. membership in terms of the unnecessary assignment of unit members to perform recurring, regular duties at an inordinate number of separate locations, meaning campuses or centers or other places where the College's functions are performed, away from the Central Campus.

ARTICLE XVII

CO-CURRICULAR DUTIES

Section A: The UF recognizes the right of the Employer to appoint unit members to work with any student organizations or groups.

Section B: The Employer shall continue to have the prerogative of determining the basis upon which unit members shall be compensated for performing co-curricular duties, including, but not limited to, advising a student organization, coaching and/or directing a student athletic activity, assisting and/or directing a student musical or theatrical production, by monetary supplement, by released time, or by a combination of the two methods, except for those specifically designated in part D, Supplements for Co-Curricular Duties, of Appendix B. Any compensation shall be for active performance of such duties only.

Section C: The active status of a unit member in the performance of such duties shall be verified by the Student Activities Committee, with right of appeal to, and subject to the approval of, the Vice President of Student Affairs and/or to the President of the College.

Section D: This article does not change the past practice under which certain co-curricular duties are performed without compensation.

ARTICLE XVIII

ACADEMIC FREEDOM AND CORRELATIVE OBLIGATIONS

Section A: In recognition of the principle of academic freedom at Palm Beach Junior College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member writes or speaks he/she must recognize the special position in the community he/she holds as an employee of Palm Beach Junior College in that the public may judge both the faculty member's institution and profession by his/her statements. Therefore, the faculty member should at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he/she is not a spokesman for Palm Beach Junior College.

Section B: The parties, therefore, recognize and affirm the Board's authority and prerogative to regulate the classroom conduct of unit members, the nature and content of information disseminated to students, and to take steps appropriate to implement its responsibilities as prescribed in this Section.

ARTICLE XIX

TERMINATIONS FOR CAUSE

Section A: The parties hereto hereby subscribe to and agree to be bound by Rules 6Hx-18-5.44, 6Hx-18-5.45, 6Hx18-5.46, 6Hx-18-5.48 and 6Hx-18-5.49 of the Personnel Rules Manual, as set forth herein as of the date of execution of this Agreement.

Section B: The parties further agree that a unit member shall be obliged to pursue those remedies provided in the Rules referred to in Section A above, and only those remedies, with regard to all actions, situations and circumstances coming within the purview of such Rules.

Section C: Whenever the Rules referred to hereinabove permit a unit member to be represented by counsel, this shall be construed as including representation by the U.F.

Section D: Board of Trustees Rule 6Hx18-5.49 shall not operate to deprive any person of any right assured to him/her by State Board of Education Regulation 6A-14.411, subsections (4) or (6).

ARTICLE XX

TRANSFERS

Section A: If a position in the bargaining unit becomes vacant on any campus or center it will be announced in the Monday Report unless the position is available due to an unexpected medical problem with a current employee, a late resignation or retirement or a similar emergency situation which requires the filling of a position in such a short time period that an announcement is not feasible.

If one or more faculty positions are being transferred (e.g., from the Central Campus to another campus or center), announcement of requests for transfers will be included in the Monday Report or transfer requests will be announced at the appropriate departmental meeting.

The Administration will retain the sole right to select or reject any personnel interested in being promoted, reclassified or transferred to another position. The Administration reserves the right to reject faculty members requesting such transfers, and to assign other faculty members if in its judgment the faculty requesting such transfers would not satisfy the needs of the educational program.

ARTICLE XXI

TIME ACCOUNTING

Section A: Teaching faculty shall be scheduled to be on duty 35 hours a week except as provided in Section D. of this Article.

Section B: Librarian and counseling faculty shall be scheduled to be on duty for a minimum of 35 to 40 hours a week, depending on individual contract length.

Section C: Each unit member shall be responsible for accounting to the Employer for all duty time by the use of and in accordance with the requirements set out in the attendance report form attached hereto as Appendix F.

Section D: Unit members who are assigned to teach an evening class (any section of a course which is regularly scheduled to meet at or after 6:00 p.m.) as part of their normal full load shall be credited with two and one-half clock hours of their weekly scheduled time for each meeting of the class which requires a second trip on the day of the class. If the unit member's normal duty assignment is performed on the Central Campus, North Campus or South Center, and if he or she is assigned to the Glades Center as a part of his or her normal full load, he or she shall be credited with four clock hours of weekly scheduled time for each meeting of the class. These hours shall be in addition to the actual hours of the class meeting.

ARTICLE XXII

REDUCTION IN FORCE

Section A: One month prior to any systematic reduction of the number of employees in the bargaining unit brought on for any reason, the criteria for such reductions shall be subject to discussion between the United Faculty and the Employer. During the period of one month following the notice to the U.F. of the intent to reduce force, the Employer agrees to meet at reasonable times and places for such discussion; however, the Employer shall not be obligated to delay the making or implementation of any decision to reduce staff after the one month discussion period, although it may rescind or modify such actions on the basis of its consideration of matters presented by the U.F. at the discussions.

Section B: The discussions provided for herein are not intended to be collective bargaining in the legal sense, and statutory impasse resolutions will therefore not be applicable.

Section C: This Article will not apply to terminations or severances for cause, or to non-renewals of contracts on the basis of considerations relating to the individual involved, but only to general reductions in force arising out of economic or operational considerations.

ARTICLE XXIII

ACCOMMODATION WITH BOARD RULES, POLICIES, ETC.

Section A: This Agreement shall take precedence over any Board of Trustees policy or rule with which it is expressly in conflict. However, no such conflict shall be found by implication or because of secondary effect, and Board policies and rules shall be presumptively controlling, with the party contending otherwise to have the burden of showing a clear and unavoidable conflict.

Section B: Exchange Program: It is noted that the Employer has previously established a Faculty and Administration Exchange Program, which has been submitted to the bargaining process for bargaining on those aspects which are mandatorily bargainable. That program, as adopted by the Employer, is agreed to as to all such bargainable aspects, and is in effect.

Section C: The College agrees to furnish each unit member a copy of each change in Chapter 5 of the Board rules, within a reasonable time of its adoption by the Board.

ARTICLE XXIV

NO STRIKES, NO PICKETING, NO CONDUCT ADVERSE TO THE EMPLOYER'S SERVICES

Section A: The parties hereto are cognizant of those definitions of, prohibitions of and sanctions against strikes and related activities set forth in Florida Statutes §§447.203(6), 447.501(2) (e) and (f), 447.505, 447.507 and 447.509.

ARTICLE XXV

NON-BARGAINING CONSULTATIONS

Section A: During the term of this Agreement, the Employer, through its designated representative(s), will be available to meet on a mutual consent basis with the U.F. to consult (not bargain) on any legal subject of bargaining.

ARTICLE XXVI

EMPLOYER PREROGATIVES

Section A: This Agreement shall be construed as completely setting forth all rights and obligations of the Employer, the U.F., and the covered employees, rather than as a partial expression of, or basic guide to, such rights and obligations. The Employer shall have and retain, to the maximum extent permitted by law, all of the rights and privileges, whether exercised or not, that it would have had in the absence of a collective bargaining relationship, except to the extent that it has herein agreed to express limitations upon those rights and privileges.

Section B: The provisions of this Agreement are not to be interpreted as creating waivers of employee rights emanating from any source except where the language has that effect, by express wording or by logical implication; provided that this paragraph shall not impair the right and prerogative of the Employer to take unilateral action as to aspects of wages, hours, or working conditions not governed by the various provisions of this Agreement.

ARTICLE XXVII

BENEFITS

Section A: Annual Vacation and Terminal Leave

All twelve-month full-time employees shall be allowed annual paid vacation leave exclusive of holidays, in accordance with the following schedule:

Continuous service up to and including five (5) years	One (1) day of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.
Continuous service of more than five (5) but less than ten (10) years	One and one-fourth (1 1/4) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.
Continuous service of more than ten (10) years	One and one-half (1 1/2) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.

"Continuous service" is defined as service in a full-time position during which the employee's employment relationship with the District Board of Trustees has been unbroken and uninterrupted. Absences due to any kind of approved leave of absence or layoff will not be deemed as breaking or interrupting continuous service, although an employee's total continuous service credit will be reduced by the length of any unpaid leave or layoff. An employee's continuous service, as defined above, at any Florida community or junior college other than Palm Beach Junior College will be added to his/her continued service at Palm Beach Junior College for purposes of computing entitlement to vacation leave, provided that such employee begins, or has begun, his/her full-time twelve-month employment in a position at Palm Beach Junior College at the beginning of the regular term next following the end of the last regular term during which he was employed at such other college, and further provided that the termination of his/her employment at such other college was not for cause.

"Vacation year" is defined as the year commencing with the first day, or the anniversary day of the first day, of the employee's continuous service.

No employee shall have accumulated to his credit more than forty-four (44) days of unused vacation leave time as of June 30 and December 31 of each calendar year.

Vacations are to be taken during the vacation year next following the vacation year in which earned, unless accumulated with the limits provided above.

The scheduling of vacations shall be subject to the approval of the College Administration, which will approve requests as submitted so long as this can be done consistent with minimum disruption of the operation of the College.

Upon the termination of his/her employment with the District Board of Trustees, an employee with accumulated and unused annual vacation leave to his/her credit under the provisions of this section shall be paid for same at his/her then current rate of pay, provided that such payment shall not exceed an amount equal to thirty (30) days of pay at such rate.

In the case of the death of such an employee, payment of his accumulated and unused annual vacation leave (not to exceed thirty (30) days, at his/her then current rate of pay, shall be made to his/her beneficiary, estate, or as provided by law.

Persons employed at the College who are granted personal leave, professional leave, or sabbatical leave will not accumulate annual leave during the period for which the leave has been granted.

Section B: Sick Leave

Any unit member who is unable to perform his/her duty at the College because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her own household and who must consequently be absent from his/her work shall be granted leave of absence for sickness by the President of the College or by someone designated in writing by him to do so.

The following provisions shall govern sick leave:

1. Extent of leave with compensation:

(a) Each unit member shall earn one day of sick leave with compensation for each calendar month or major fraction of a calendar month of service, not to exceed twelve (12) days for each fiscal year; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulative sick leave may be transferred from another Florida community college, the Florida Department of Education, the Florida university system or a Florida district school board; provided that at least one-half (1/2) of the sick leave accumulated at any time must have been established during employment at Palm Beach Junior College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he/she procures from the former employer and furnishes in writing to the employer certification to the President of the College of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his/her employment at Palm Beach Junior College at the beginning of the regular term next following the termination of this employment with the employer from whom the sick leave is to be trans-ferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

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(b) Sick leave credits will not be advanced to unit members in anticipation of being earned. However, a unit member who has no credits to use due to being newly hired or having transferred to Palm Beach Junior College without being able to transfer any such credits will, during the first eight months of the first year of employment be entitled to apply for and receive up to eight days of paid sick leave, for reasons for which earned sick leave would be usable, and as needed due to actual illness and minus any credits earned.

The allowable advance will be pro-rated for unit members entering Palm Beach Junior College employment other than at the beginning of the normal contract period.

(c) Terminal pay based on sick leave in event of retirement or death. The Employer will provide terminal pay to a unit member upon the occasion of his/her normal retirement with retirement benefits under the Florida retirement plan in which such employee was enrolled while employed at Palm Beach Junior College, or will make payment of such terminal pay to the employee's beneficiary or legal representative if service is terminated by death, provided that such terminal pay shall not exceed an amount determined by multiplying the daily rate of pay of the employee at the time of retirement or death by one-half (1/2) of the total number of accumulated sick leave days credited to the employee as of such time.

If a unit member retires and receives terminal pay benefits based on unused sick leave credit, as provided above, all unused sick leave credit shall become invalid; however, if a unit member retires without receiving terminal pay benefits and interrupts retirement to return to employment with the College, his sick leave credit shall be reinstated.

(d) Terminal Sick Leave: All unit members who terminate, except for personnel who are discharged for cause, will be eligible to receive payment for accumulated sick leave based upon the following amounts:

(1) After completion of three (3) years of continuous full-time college service until the completion of six (6) years of service, an amount equal to 40 percent of the employee's daily salary times the number of accumulated sick leave days at the time of termination;

(2) After the completion of six (6) years of continuous full-time service, until the completion of (9) years of service, an amount equal to 45 percent of the employee's daily salary times the number of accumulated sick leave days at the time of termination.

(3) During the tenth year of continuous full-time service, an amount equal to 50 percent of the employee's daily salary times and number of days of accumulated sick leave at the time of termination.

(4) After the completion of the tenth year of continuous full-time service, an amount equal to 50 percent of an employee's daily salary plus an additional 2.5 percent per year for each year of service up to a maximum accumulation of 100 percent.

Such accumulated sick leave may be transferred to another Florida community college, the Florida Department of Education, the Florida University System or a Florida district school board in lieu of receiving the payment indicated above.

If service of such a unit member is terminated by death, the employee's beneficiary as designated by the employee for retirement purposes will receive such terminal sick leave payment.

Subsection (d)(1) and (d)(4) shall become effective January 1, 1988.

2. Claim Must Be Filed

Any unit member who finds it necessary to be absent from his/her duties because of illness, as defined hereinabove shall notify the President or a College official designated by the President, if possible before the opening of the College on the day on which he must be absent or during the day, except for emergency reasons recognized by the Board of Trustees as valid. Any unit member shall, before claiming and receiving compensation for the time absent from his or her duties while absent because of sick leave (including compensable personal leave) as prescribed herein, make and file a written "Request for Leave" form which shall set forth the day or days absent, that such absence was necessary, and that he/she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or his designee may, as a matter of discretion, require a certificate of illness from a licensed physician or from a county health officer in cases where illness is stated as a reason for absence, as a condition precedent to payment of compensation or granting of leave.

3. Compensation:

Any unit member having sufficient unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave; provided that no compensation may be allowed beyond that provided herein.

4. If a unit member has missed assigned duty and accrued sick leave is used, the unit member shall not be required to work additional hours to make the time up without pay at a later date.

Section C: Paid Personal Leave

A unit member will be allowed to use up to four (4) days of accrued sick leave per fiscal year for personal reasons. Such leave for personal reasons shall be non-cumulative. If personal leave is requested by an employee on the last duty day before or on the next duty day following a vacation or holiday, including spring recess, the employee will be required to explain the reason on the "Request for Leave" form.

Section D: Leave for Illness In Line Of Duty:

Illness in-line-of-duty leave shall be granted in accordance with the State Board of Education Regulations for the operation of Florida's Community/Junior Colleges (6A-14.436), 1982 edition. To be eligible for such leave, the injured or the ill employee shall file with the Personnel Office, on a form prescribed by the Employer, a written report of the occurrence or onset of the injury or illness as soon as he/she is able to do so after such occurrence or onset. Such report may be filed by another for the employee in the event of incapacity.

Section E: Leave For Military Duty:

Military leave shall be granted to unit members who are required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the the armed forces or the national guard. When College unit member enter voluntarily into active duty in any of the armed services for temporary duty, training duty or extended periods of service, military leave may be granted at the discretion of the Board and, except in unusual cases, shall not be given at a time when the unit members are expected to be engaged in the work of their profession. A unit member granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. Following the receipt of the application for re-employment, the Board shall have a reasonable time, not to exceed six (6) months, to reassign the unit member to duty at the College. Compensation allowed during military leave shall be only as provided in Section 115.14, Florida Statutes.

Section F: Leave For Political Reasons:

From time to time, unit members of the College exercise the privilege of running for a political office. This is highly commendable and should in no way be discouraged. It is reasonable, however, to expect that one who enters a campaign for office will have occasions when he/she must be absent from his/her duties. Any unit member who has filed to run for an office shall be required to request leave for political reasons effective on the date of the first need he/she has for being absent from his/her employment. Such request must be filed with the President at least five (5) days prior to the proposed effective date of its commencement. This leave without pay shall continue until a letter, notifying the President to the contrary, is received. Such a letter must be in the hands of the President at least thirty (30) days before the unit member wishes to return to duty. This policy does not restrict a candidate to being granted only one leave for political reasons during a campaign. Leave for political reasons is personal leave granted without compensation.

Section G: Leave For Maternity Reasons:

Maternity leave shall include time off during pregnancy and a normal recovery period following delivery plus time off for the care of a newborn child. Time off for pregnancy will be considered temporary disability and accumulated sick leave may be used before the birth of the child and during the recovery period. The absences due to pregnancy will be treated the same as any other medical absences and individuals will advance in the salary range in the same manner as any other unit members on leave for medical reasons.

Maternity leave may be granted up to one calendar year or the end of the academic term following one calendar year.

If a unit member on maternity leave of absence wishes to return earlier than the expiration date of an approved leave of absence, she must submit such a request in writing to the President or his designee at least thirty (30) calendar days prior to her intent to return to full time employment. An instructional unit member on a maternity leave of absence may not return early from an approved leave of absence after the midpoint of any academic term.

Section H: Leave For Jury Duty:

A unit member who is summoned as a member of a jury panel shall be granted leave with pay, and jury fees shall be retained by the unit member. The College shall not reimburse the unit member for meals, lodging, and travel expenses incurred while serving as a juror.

A unit member subpoenaed as a witness, not involving litigation in which he or she is a principal, shall be granted leave with pay and any witness fee shall be retained by the unit member. The College shall not reimburse the unit member for meals, lodging and travel expenses incurrred while serving as a witness.

A unit member subpoenaed in line of duty to represent the College as a witness or defendant shall have his or her appearance in such cases considered a part of a normal work assignment. The unit member shall be paid per diem, if eligible, and travel expenses, and shall be required to turn over to the College any fees received from the court.

In no case shall leave with pay be granted for court attendance when a unit member is engaged in personal litigation in which he or she is a principal; however, a unit member may be granted vacation, personal or emergency leave in such cases with the approval of the President; and provided further, that a unit member who is involved in litigation as a result of action relating to the carrying out of his or her official College duties and responsibilities may be granted leave with pay for court attendance upon approval of the President.

A unit member who is required to go to court for jury duty or as a witness will complete and submit for approval a "Request for Leave" form (BA 816) prior to the date of the court session(s). The unit member will write "jury/witness duty" in the "other" section of the form. The unit member will also be required to attach a copy of the summons or subpoena to the "Request for Leave" form.

Any unit member subpoenaed in line of duty to represent the College as a witness or defendant will also process a "Request for Leave" form. Such time will be considered "Temporary Duty Elsewhere."

Section I: Sabbatical Leave

The following guidelines for sabbatical leave have been established:

1. Sabbatical leave may be granted for the purpose of travel, professional academic advancement, or health restoration if the unit member does not have accumulated sick leave in a sufficient amount to take care of the health problem.
2. Not more than two percent (2%) of the full-time unit members shall be on sabbatical leave during one fiscal year.
3. Unit members (instructors, librarians, and guidance counselors) must be on continuing contract to be eligible for sabbatical leave.

4. Eligible unit members are those who are in or beyond the seventh continuous year of full-time employment at the College. Once an employee has been awarded a Sabbatical Leave, an additional seven years of full-time service must accrue before that employee is eligible for a second Sabbatical Leave.

5. A person on sabbatical leave may request one term of leave with one hundred percent (100%) of full pay, or two terms with seventy-five percent (75%) of full pay.

6. a. Except for emergency health reasons, those applying for sabbatical leave must, by December 1, submit to the Sabbatical Leave Committee a written outline of his plans, which shall show the benefit to be derived from his leave by the instructional program of the College.

   b. When a sabbatical leave is taken during the Fall Term, a written report of the work accomplished during the leave must be filed with the Vice President of Academic Affairs no later than February 1, and by October 1 if leave was taken in the Winter Term. An official record of all credits earned should accompany this report.

7. A person who is granted sabbatical leave must return to Palm Beach Junior College for one contractual year of service following such leave, or he will be required to repay to the College any salary paid to him while on leave. Exception to this rule may be made if both the College and the person agree to the exception. Should the person who is granted a sabbatical leave not be able to proceed with the plans for which the sabbatical leave was awarded, he must return to the campus for duty.

8. Sabbatical leave does not obviate any fringe benefits (except sick leave and annual leave) and shall begin on the first duty day of the term for which it is granted, unless the recipient requests and receives approval otherwise.

9. A Sabbatical Leave Committee shall be created and appointed by the President or his designee. Any action or recommendation of the Committee will be advisory to the President.

Section J: Holidays:

Twelve-month unit members are scheduled to work every week day with the exception of twelve (12) holidays per annum as approved from time to time by the District Board of Trustees, and with the exception of vacation days as approved by the appropriate administrator.

Section K: Tax Deferred Annuity:

Payroll deduction shall be provided for any unit member who wishes to enroll in a tax-deferred annuity program approved by the College.

Section L: Legal Services:

The Employer may provide legal services for unit members who may be sued for actions which occur in performance of their assigned duties. Any unit member who feels that the Employer should consider providing such service may file a request to that effect with the President for transmission to the Board.

Section M: Dining Room and Lounge:

The College will continue to furnish faculty-staff with appropriate faculty-staff combined dining room and lounge area.

Section N: Custodial and Maintenance Services/Noninterference:

The Employer will make a reasonable effort to schedule routine maintenance and custodial services so as not to interfere with classes in session. Complaints concerning these activities shall be brought to the attention of the Director of Physical Plant for rectification. Emergency conditions shall be the exception.

Section O: Temperature Control:

The Employer will make a reasonable effort to maintain the existing temperature control equipment in buildings where unit members work so that it will and does function properly during periods when the College is in session and when the offices are open.

Section P: Assigned Parking:

The Employer or its designated agents will assign to each unit member who has reasonable use for it, a parking space in the parking lot nearest his/her office (to the extent that this is practical) upon request.

The College shall provide a reserved parking area beginning at 6 p.m., Monday through Thursday, when college is in session. Such reserved areas shall be near classrooms and provide parking spaces to accommodate the vehicles of the evening faculty on each campus.

Section Q: Office Facilities:

1. The Employer agrees to provide each faculty member with office space, a key to this space, a key to each classroom which he/she uses (on request), a lockable desk with chair, book storage facility, and a lockable file. No faculty member will make any of these keys available to any other person without the prior permission of his Division Chairperson, nor will any such keys be duplicated.

2. The Administration shall have the right to require an annual key audit.

3. A unit member will be permitted to retain possession of keys to his/her office, desk, file, and work area during any term when not on active duty with permission of the President or his/her designee, which permission will be presumed and will not be unreasonably withheld without a reason stated in writing.

Section R: Insurance Coverage:

The College shall provide and pay for the following insurance coverages.

1. Health Insurance - Group health insurance shall be provided for all unit members with such coverage becoming effective the first of the month following thirty (30) days of employment. Health insurance coverage for eligible dependents, as defined by the insurance plan, shall be available for unit members who elect such coverage. Such premiums shall be paid through payroll deductions.

The College will provide dental/vision coverage to unit personnel and will pay premiums up to $7/month for such coverage.

2. Life Insurance - Term life insurance of $20,000 shall be provided for unit members. An equal amount of accidental death and dismemberment insurance shall also be provided. Life insurance coverage shall be effective on the first of the month following thirty (30) days of employment.

3. Workers' Compensation - As provided by law unit personnel will be reimbursed for medical expenses and indemnity payments for loss of earnings associated with on-the-job injuries or illnesses. A unit member absent from duty as a result of an on-the-job illness or injury will not be entitled to receive reimbursement for more than his or her normal contractual earnings. If a unit member is reimbursed under both workers' compensation, and from illness-in-line of duty or sick leave pay, such a person will be obligated to remand to the College the workers' compensation payment made to him or her.

Section S: Retirement

Membership in the Florida Retirement System is compulsory for all full-time personnel in budgeted positions, provided however, that those full-time personnel who are already members of either the Teachers Retirement System of Florida or the State and County Officers and Directors Retirement System may, at the individual's option, retain membership under the provisions of either system.

Full-time personnel will be eligible to receive an early retirement incentive payment of 25 percent of an employee's base annual salary for those personnel who have reached the age of 55 but have not reached age 62 and elects to retire during their period of eligibility.

To receive such a payment eligible college personnel must:

a. Retire under an approved retirement system of the State of Florida;

b. Complete at least ten (10) years as a full-time employee of the College in one of the State retirement systems;

c. Submit an application for service retirement at least 75 calendar days prior to his or her last contractual duty day or for noncontracted staff, his or her last scheduled duty day in the fiscal year; and

d. Retire at the end of a contractual period or for noncontracted staff at the end of the last scheduled duty day in the fiscal year.

The College reserves the right to deny the retirement incentive payment under the following conditions:

a. If the total requests for early retirement incentive payments exceed ten (10) percent of the College personnel;

b. If an employee elects to retire before the end of his or her contractual period:

c. If an employee is discharged for misconduct; or

d. If any of the conditions for eligibility are not met.

ARTICLE XXVIII

GRIEVANCE AND ARBITRATION PROCEDURES

Section A: Grievance Procedure

1. Definition of Grievance

A grievance is defined as being a written claim by a unit employee or by the U.F. that the Employer or representative(s) of the Employer has violated, misinterpreted, or misapplied this Agreement with resulting adverse effect on one or more unit members. Grievances may be processed through arbitration according to the provisions contained in this Article.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievable problems which may arise concerning the terms and conditions of employment of unit members at Palm Beach Junior College, and to guarantee an orderly succession of procedures wherein these resolutions may be pursued.

3. General and Class Grievances

An individual unit member may grieve on his/her own behalf and must sign the grievance document. The U.F. may grieve in behalf of itself in cases where it asserts that rights flowing to it, as distinguished from unit members, under this Agreement, have been violated by the Employer.

The U.F. may also bring a grievance on behalf of one or more unit members whose signatures appear on the grievance document in any case wherein more than one unit member claims harm as the result of a single Employer violation. Within twenty (20) days of the grievance being filed, additional signatures of grievants may be added to such a grievance document.

General and class grievances are not otherwise allowed except by the voluntary consent of the Employer. When the U.F. grieves in behalf of multiple persons, each individual claim must comply with the strictures of this Article.

4. Election of Forum

The commencing of legal proceedings against the Employer or any managerial employee of the Employer or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by an unit member or the U.F. for alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said unit member(s), or the U.F. of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation or violations of the express terms of this Agreement.

5. Time Limits

The time limits provided in this Article shall be strictly observed by all parties, unless extended by written agreement of the parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievance to be processed by the grievent (employee or U.F.) within the time limits hereinabove provided shall result in the dismissal of the grievance. Failure of the Administration or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step of the procedure.

6. Specificity as to Facts

The grievance document must state the pertinent facts in enough detail to enable an otherwise uninformed third party to determine from the document that a violation has occurred, assuming the truth of the facts as stated.

7. Specificity as to Articles and Sections Relied Upon

The grievance document must specify the particular Article(s) and Section(s) of this Agreement that is being relied upon for the prosecution of the grievance and the Employer will be entitled to rely exclusively on these required references.

8. Specificity as to Relief Sought

The grievance document must specify with particularity the relief sought.

9. Employee Right to Grieve Without Representation Preserved

The right of employees covered by this Agreement to present grievances to the Employer and have same adjusted without the intervention of the U.F. is preserved inviolate, *subject to the U.F.'s right to have prior notice* of and a reasonable opportunity to be present at any meeting called for the resolution of the problem and provided that such resolutions shall not be inconsistent with the terms of this Agreement.

10. Investigating or Processing Grievances During Working Hours

Unit members, including U.F. representatives and officers, normally shall not take time during their regular working hours to investigate or process grievances, except with the prior consent of the Employer. Such consent shall not be withheld when the effect would be to preclude the adequate investigation and/or presentation of the grievance or to restrict the ability of the U.F. to select its own representative.

11. Procedure

Step I: An eligible grievant wishing to assert a grievance shall file same in writing, in compliance with all requirements herein stated, with the immediate supervisor in the College administrative staff, within twenty (20) working days from and after the day when the act or omission giving rise to the grievance occurs, or within twenty (20) working days from and after the day when the grievant acquires, or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission.

Within ten (10) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor shall indicate in writing within five (5) working days of this meeting the disposition of the grievance. A copy of the disposition shall be furnished to the U.F.

Step II: If the grievant believes the disposition at Step I is incorrect, it may be appealed to a person designated by the President of Palm Beach Junior College to handle grievances at Step II. The appeal must be in writing and be presented to the designated person within ten (10) working days of the grievant's receipt of the Step I disposition.

The President's designee shall provide in writing a disposition of the grievance within ten (10) working days after the written grievance (appeal) is filed at Step II.

Step III: If the grievant believes the disposition at Step II is incorrect, it may be appealed to the College President within five (5) working days after receipt of the Step II disposition. The appeal must be in writing and presented to the President's secretary, who will issue a receipt noting the date and time of delivery. The President or his representative will answer grievances in writing within fifteen (15) working days after the written grievance (appeal) is filed with the secretary.

12. Arbitrability

Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration.

13. U.F. Grievances Expedited

When the U.F. grieves in behalf of itself, asserting a right flowing to it, as distinguished from unit members (see Section 3, first paragraph), it may initially file the grievance at Step II, provided that the requirements of this Article are otherwise complied with, and the twenty (20) working day time limit described in Step I shall be applicable.

14. This Article does not create an Employer right to initiate grievances against the U.F. or unit members within the procedure provided herein, and nothing in this Agreement shall be construed as imposing upon the Employer an obligation to grieve or arbitrate claims by it that the U.F. or unit employees have violated this Agreement.

Section B: Arbitration Procedure

1. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by the receipt of a written request for arbitration by the Personnel Director within five (5) working days after the grievant receives the written disposition at Step III.

Within ten (10) working days after the Personnel Director's receipt of the arbitration request, a representative of the Employer shall meet with the grievant to attempt to select an arbitrator by mutual agreement.

If no arbitrator has been selected within ten (10) working days of the date when the above meeting took place, either party may petition the Federal Mediation & Conciliation Service for a list of three (3) arbitrators.

Within five (5) working days of the receipt of the list of arbitrators by the last party receiving it, the grievant and the Employer's representative shall meet and each party will strike one (1) name from the list, the obligation to strike first being determined by a coin flip. The name not stricken by either party will identify the arbitrator.

The parties will forthwith notify the identified arbitrator of his/her selection by joint letter, requesting him/her to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

(a) No arbitrator may be involved with more than one (1) grievance under this Agreement at any given time without the mutual consent of the parties.

(b) The arbitrator shall have no right to modify, add to, or subtract from this Agreement.

(c) The arbitrator shall render his/her decision in writing, if requested to do so by either party, stating the reasons underlying the decision.

(d) Concessions and partial concessions made by the Employer, a grievant or the U.F. prior to or during the arbitration shall not be considered by the arbitrator as indicating in any way or to any extent that a violation has taken place or that the grievance has merit.

(e) The arbitrator shall be obliged to render a decision within thirty (30) calendar days following the close of the hearing.

(f) The Employer shall not be required, as the result of any grievance resolution, to violate any law, regulation or rule applicable to the operation of the College.

(g) If the arbitrator rules partially for the grievant and partially for the Employer, the parties shall share equally in the arbitrator's charges; otherwise, the losing party shall pay the arbitrator's fees and expenses in total sum.

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(h) No grievance relating to a right or privilege retained by or reserved to the Employer under any terms of this Agreement shall be deemed arbitratable.

(i) The arbitrator shall schedule any required hearing with due regard for any operational considerations presented by the parties.

(j) The arbitrator shall follow the rule of interpretation or construction under which a collective bargaining agreement is viewed as a document limiting an employer's otherwise rights, and shall not follow the rule under which such an agreement is viewed as a partial statement of the parties' mutual rights and obligations.

(k) The decision of the arbitrator shall be final and binding. However, either party shall have the right to contest any arbitration decision by contending before any court of competent jurisdiction that such a decision is arbitrary, capricious or incorrect in light of any provision of this Agreement.

Section C: Reference is made to Board Rule 6Hx-18.5.491 for the handling of certain petitions outside of the contractual grievance procedure, and the use of such Rule is approved.

ARTICLE XXIX

PROCEDURE FOR HANDLING COMPLAINT AND/OR CHARGES CONCERNING UNIT MEMBERS

Section A: Complaints against unit members will be received by the immediate supervisor.

If a complaint against any unit member is received from anyone other than supervisory or administrative personnel which is considered derogatory and/or of a serious nature, the supervisor shall record the name of the individual lodging the complaint, the name of the unit member charged and the nature of the complaint and/or charge.

If action is deemed necessary by any party, a conference between the individual lodging the complaint and the person charged shall be held. The supervisor shall receive the complaint in writing from the individual lodging the complaint. The supervisor shall distribute the written complaint to all parties concerned.

After copies of the signed complaint have been received, additional conference(s) shall be held upon request of any of the parties involved. Those attending the conference shall be determined by the supervisor responsible for that department/area.

If no agreement has been reached in the conference, a written judgment shall be made by the senior administrator in that department/area and sent to the parties.

A copy of all written complaints/charges shall be sent to the President.

If any one of the parties is not satisfied with the judgment, an appeal may be submitted in writing to the chief campus administrator or Vice President in charge of that department/area. The appeal must be received within ten (10) working days after the judgment has been rendered.

If the written decision of the chief campus administrator or the Vice President is not satisfactory, either party may appeal to the President. The appeal must be received in writing within ten (10) working days of the chief campus administrator's or the Vice President's decision.

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The decision of the President shall be final.

ARTICLE XXX

SUSPENSION OF OPERATIONS

Section A: When an emergency confronts the College, notification of the closing of the College shall be released for broadcast over local radio and television stations, when and as feasible. When the College and College offices are officially closed by the President, and if those hours and/or days are counted as duty hours or days, all personnel will be paid their regular salary.

Section B: One consideration that may go into a decision to close the College is the number of students and/or faculty anticipated to be unable to reach school and the effect of this on the instructional program.

ARTICLE XXXI

MAINTENANCE OF PROFESSIONAL STANDARDS

Section A: Each unit member will be required each five (5) years to meet one of the following standards:

1. A minimum of six (6) semester hours of acceptable college credit. To be acceptable a course must have prior written approval of his/her division chairman and the Vice President of Academic Affairs.

2. A minimum of ten (10) acceptable Continuing Education Units as defined on page 33 of the Southern Association Bulletin on Standards, December 14, 1977. (One C.E.U. equals ten (10) clock hours). To be acceptable, these C.E.U.'s must be related to the unit member's field of specialization and must have prior written approval of his/her division chairman and the Vice President for Academic Affairs.

3. Any combination of acceptable college credit and C.E.U.'s which is equivalent to six (6) semester hours; e.g., three (3) semester hours of college credit and five (5) C.E.U.'s (fifty (50) clock hours).

Upon written request by a unit member, and with approval of the President or his designee, the professional activities listed below may be accepted in lieu of some or all of the semester hours of credit or C.E.U.'s required to meet the standards:

a. satisfactory completion of travel study courses for academic credit
b. faculty exchange with another accredited college for a semester or more
c. city, county, state, and federal political office for political science instructional faculty
d. state or national award-winning work of art or composition
e. a major publication in a scholarly journal
f. publication of a book
g. patented scientific or technical invention related to teaching field

Section B College credit or C.E.U.'s must be completed within the following time period:

1. Unit members employed on or after July 1, 1979, will be obligated to meet these requirements not later than the end of their fifth year of continuous employment.

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2. Unit members employed prior to July 1, 1979, will be obligated to meet these requirements no later than the end of the expiration of their teaching certificate or July 1, 1982, whichever is later.

3. Five-year periods will begin on July 1 and end on June 30. If a faculty member is in the last year of a five-year period, or the last year before a teaching certificate expires, and has completed his or her course work for the next five-year period, he or she may begin course work for the ensuing five-year period after the beginning of May of that year. This section of the contract will be effective July 1, 1987.

Section C The completion of college courses must be verified with a transcript from an accredited institution of higher education. The transcript should be sent to the division chairman who, after approval, will forward it to the Personnel Office.

The earning of C.E.U.'s must be verified with a transcript or certificate from the C.E.U. institution. The transcript or certificate should be sent to the division chairman who, after approval, will forward it to the Personnel Office.

ARTICLE XXXII

SEVERABILITY

Section A: This Agreement shall be construed as being severable, meaning that if any part or portion of it shall be or be found by any authoritative court or other tribunal to be contrary to applicable law and impermissible, then that part or portion shall be deemed to be null and void, but the remainder of the Agreement shall be deemed as continuing in full force and effect. If either party deems such invalidated part or portion to be essential to the Agreement, the parties agree to meet and confer in an effort to draft a replacement, although this shall not constitute an obligation to bargain collectively in the legal sense.

ARTICLE XXXIII

ZIPPER

Section A: The U.F. acknowledges that, prior to executing this Agreement, it was afforded the opportunity to engage in collective bargaining with the Employer on proper subjects for bargaining.

For and during the term of this Agreement, it is agreed and understood that the Employer shall be obliged to engage in no further collective bargaining, although any term of this Agreement may at any time be eliminated or modified by the purely voluntary and mutual consent of the parties hereto.

It is also understood and agreed, consistent with the above provisions and the provisions of Article XXIII hereof, that the Board shall have the right to make and enforce rules and regulations, and to take actions, that are not inconsistent with the express terms of this Agreement. However, the Employer's failure to create a written rule or regulation concerning any particular matter shall not be construed as limiting its authority to act with regard to that matter.

The second paragraph of this Article shall yield, but only to the extent necessary, to provide for contract renewal negotiations to occur prior to the termination date of this Agreement. The said second paragraph shall otherwise be fully effective, and shall be effective as to subjects that were not contemplated or discussed during the bargaining giving rise to this Agreement, as well as to other subjects.

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Provided, however, the Board will take no action inconsistent with its bargaining obligation while negotiations are underway.

ARTICLE XXXIV

DURATION, TERMINATION AND RENEWAL

Section A: This Agreement shall continue in effect until 12:00 midnight, June 30, 1989, at which time it shall automatically and totally expire and be extinguished for all purposes, unless the parties agree in writing to some form or kind of extension, or have prior to that time agreed to renew this Agreement for a period of time, as it is now written or with modifications.

Section B: During the second year of this agreement, there shall be an automatic reopener of negotiations on the salary schedule for unit members.

Section C: Notwithstanding Section A, the parties understand and agree that certain provisions of this Agreement, such as the grievance and arbitration procedure, may survive the Agreement by operation of law or as part of the status quo. The Board agrees to recognize and implement the grievance and arbitration procedure for such length of time after expiration of the Agreement itself, and to such extent, as may be required by law, and for no greater time or in no greater manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Palm Beach County, Florida, as of the days and dates indicated below.

DISTRICT BOARD OF TRUSTEES OF PALM BEACH JUNIOR COLLEGE	UNITED FACULTY OF PALM BEACH JUNIOR COLLEGE
By: Edward M. Eissey	By: James E. [illegible]
Authorized Representative	Authorized Representative
Title: President	Title: Chief Negotiator UFPBJC
June 30, 1987	June 30, 1987
Date of Signing	Date of Signing

RATIFICATION CERTIFICATE

This is to certify that this Agreement was ratified, on July 8, 1987, by the members of the bargaining unit described in Article I.

UNITED FACULTY OF PALM BEACH
JUNIOR COLLEGE

By: James E. Aldredge
Authorized Representative

Title: Chief Negotiator UFPBJC

This is to certify that this Agreement was, on July 8, 1987, ratified by the District Board of Trustees of Palm Beach Junior College, Public Employer.

DISTRICT BOARD OF TRUSTEES OF
PALM BEACH JUNIOR COLLEGE

By: Edward M. Eissey

Title: President

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APPENDIX A

ACADEMIC RANK

A. INSTRUCTOR

1. Bachelor's degree in field of specialization or
2. In the creative or applied arts and in the specialized, professional, technical, or vocational field, present evidence of professional competency or license. This competence is based upon appropriate training and at least two years of successful experience as a practitioner in the occupational field.
3. Master's degree with major in field other than assigned teaching field.
4. A minimum of five per cent of the faculty is expected to be in this rank.

B. SENIOR INSTRUCTOR

1. Master's degree with 18 graduate semester hours in assigned field of specialization; or its equivalent in the event the individual is pursuing a planned doctoral program in which the Master's degree is not to be awarded.
2. In the creative or applied arts and in specialized, professional, technical or vocational fields, hold a Rank II vocational certificate, or have completed the necessary prerequisites which would qualify one for a Rank II vocational certificate if it continued to be issued after June 30, 1979 and present evidence of

having completed at least two years validated work experience in the field assigned or have six semester hours of vocational-technical courses and ten Continuing Education Units (CEU's) approved by the department/division chairperson and the Vice President of Academic Affairs and have at least three years of full-time teaching experience in one's field at PBJC and be recommended for tenure.

3. Librarians may substitute a second Bachelor's degree with a major in Library Science or Media in lieu of a Master's degree.
4. Counselors must have a Master's degree with a graduate major in guidance and counseling.
5. A minimum of 60 per cent of the faculty is expected to be in this rank.

C. ASSISTANT PROFESSOR

1. Master's degree with a minimum of 18 graduate semester hours in field. An additional 30 graduate semester hours in assigned specialization field or in approved related areas beyond the Master's degree. At least 15 of the 30 semester hours must be in the area of specialization. Such courses beyond the Master's degree must be taken in the consecutive ten-year period preceding the request for re-classification in rank.
2. Minimum of three years of successful full-time teaching experience at an accredited secondary school or college is required; or in some field of specialization

required by PBJC, except that there will be no teaching experience required for faculty members with Doctor's degrees who meet the qualifications specified in C-1 of Assistant Professor.

3. No more than 20 per cent of the faculty is to be placed in this rank.

D. ASSOCIATE PROFESSOR

1. Faculty members must meet at least one of these educational requirements:

   (a) Acceptance for candidacy for a Doctor's degree in the assigned teaching field as verified by a regionally accredited degree-granting institution.

   (b) Master's degree with at least 18 semester hours in the field of specialization as assigned plus an additional 48 semester hours in a program leading to a Doctorate degree in field other than one's specialization and accepted for candidacy for the Doctorate degree. At least 24 of the 48 semester hours must be in the faculty member's field of specialization or approved related areas. A minimum of 12 of the 24 semester hours must be in the area of specialization.

   (c) Persons accepted into a doctorate program who do not receive a Master's degree are required to have at least 42 semester hours in their field of specialization or approved related areas. At least 30 of these 42 hours must be in field.

2. A minimum of seven years of successful full-time teaching experience at an accredited secondary school or college with three of the seven years at Palm Beach Junior College or a minimum of ten years full-time teaching experience is required. A minimum of five years of successful full-time teaching experience is required for faculty members with an earned Doctor's degree who meet the qualifications in D1(a), D1(b) or D1(c) above.

3. No more than ten per cent of the faculty is to be placed in this rank.

E. PROFESSOR

1. Faculty members must meet at least one of these educational requirements:

    (a) Doctor's degree in field of specialization as assigned.

    (b) Doctor's degree with a major other than field of specialization to which assigned. In addition the faculty member's Master's degree must include at least 18 graduate semester hours in the field of specialization and the Doctor's degree must include at least 24 semester hours in field or approved related areas. At least 12 of these 24 semester hours must be in field of specialization.

(c) Persons with a Doctor's degree who did not receive a Master's degree are required to have at least 42 semester hours in their field of specialization or in approved related areas. At least 30 of these 42 semester hours must be in the field of specialization.

2. A minimum of ten years of successful full-time teaching experience is required at an accredited secondary school or college. Five of the ten years must be at Palm Beach Junior College or a minimum of 15 years of successful full-time teaching experience at other accredited secondary schools or colleges.

3. No more than five per cent of the faculty is to be placed in this rank.

APPENDIX B

COMPENSATION

INSTRUCTIONAL SALARIES

	168 Days	198 days	12 Months
	Min. Max.	Min. Max.	Min. Max
Instructor	18,774-25,188	22,126-29,686	26,819-35,982
Senior Instructor	19,585-29,556	23,082-34,833	27,977-42,222
Assistant Professor	20,232-30,411	23,845-35,841	28,904-43,444
Associate Professor	20,705-31,227	24,402-36,803	29,578-44,609
Professor	21,182-32,049	24,965-37,773	30,261-45,784

	210 Days	228 Days
	Min. Max	Min. Max.
Instructor	23,467-31,485	25,478-34,184
Senior Instructor	24,481-36,945	26,579-40,111
Assistant Professor	25,290-38,013	27,459-41,271
Associate Professor	25,880-39,033	28,098-42,379
Professor	26,478-40,061	28,747-43,496

INCREMENT WHEN GRANTED

	168 Days	198 days	12 Months
Instructor	446.31	526.00	637.43
Senior Instructor	524.42	618.06	748.97
Assistant Professor	530.60	625.35	757.83
Associate Professor	544.24	641.43	777.30
Professor	564.08	664.80	805.64

	210 Days	228 Days
Instructor	557.88	605.70
Senior Instructor	655.52	711.70
Assistant Professor	663.25	720.10
Associate Professor	680.30	738.61
Professor	705.10	765.54

SCHEDULE FOR OTHER SERVICES

A. Payment for non-credit classes for full-time instructors when not a part of the instructor's regular load is as follows:

Instructor	$16 per hour
Senior Instructor	$17 per hour
Assistant Professor	$18 per hour
Associate Professor	$19 per hour
Professor	$20 per hour

B. Overload points will be paid at the following rates based upon 5.67 hours per load point:

Instructor	$21.38 per hour
Senior Instructor	$22.81 per hour
Assistant Professor	$24.24 per hour
Associate Professor	$25.66 per hour
Professor	$27.09 per hour

Teaching duties performed beyond a 198-day contract will be paid at the overload rate for contractual services performed during the 1986/87 year and thereafter.

C. Replacements/Substitutes $13.50 per hour

D. Supplements for Co-Curricular Duties

Sponsor-Phi Theta Kappa	$300/semester
Sponsor-Phi Beta Lambda	$300/semester
Sponsor-Brain Bowl	$250/semester

Faculty advisors of other officially approved student organizations shall receive a supplement of $100 to $400 per term (Fall and Winter only) of officially approved service, assuming that said service is not a part of the regular work assignment. The exact amount of the supplement for any advisor shall be decided by the Administration.

OTHER TERMS AND CONDITIONS

Contracts: The Employer shall provide each teaching unit member with a minimum of 168 days of employment each academic year. The Employer shall provide each counseling and librarian unit member with a minimum of 198 days of employment. Assistant Directors of Library Services III shall be provided with a minimum of 210 days of employment during 85/86 and thereafter a minimum of 168 days. The Employer will offer contracts to unit members each academic year for one of the following periods: 168 days, 198 days, 210 days, 228 days, or 12 months.

Additional days in any number in any given year may be offered at the discretion of the Board. The preceding three paragraphs do not imply any present intention on the part of the Board to diminish the length of any unit member's contract, or those of any particular group of unit members, and it is the desire of the Board to avoid doing so, so long as this is practical and consistent with the best interests of the College overall. The purpose of these paragraphs is to provide the Board with the flexibility to change contract lengths if the Board should be convinced in the future of that need. The lengths of contracts of those unit members presently assigned 12-month contracts will be reduced to 228 days or less only under such circumstances as would otherwise justify a reduction in force.

An eight (8) percent non-retroactive increase will be granted in the following manner:

a. Eight (8) percent will be added to the minimum and maximum of each academic rank.

b. Eight (8) percent will be added to the increments.

c. Eight (8) percent will be added to the overload rates.

d. Eight (8) percent will be added to the amount paid to program managers.

e. A one dollar ($1.00) per hour amount will be added to the payment for non-credit courses.

Salary increments will be granted to eligible personnel in addition to the general eight (8) percent increase except that no increases will be granted beyond the maximum of the salary ranges.

Guidance Counselors Supplements: Guidance staff continuously employed prior to July 1, 1968 will receive $50.00 per month provided no other supplement is received.

Salaries Paid from Grants: In addition to the salaries indicated in this Appendix the College, may, with the consent of individual unit members, pay for non-instructional duties at other compensation levels when a specific compensation level(s) is indicated in a grant. Such compensation level may be higher or lower than the salaries noted in this Appendix if mutually agreed upon by the Administration and the unit member. This provision applies to hours above the hours of contractual work week.

End-of-Year Payment: The Board shall pay each unit member, except for those with 12-month contracts, the remainder of his/her regular contracted salary no later than the next regular payment date for the last period worked during the contract year, i.e., for those with 168-day contracts, on May 20; for those whose 198-day contracts include the Spring Term, on July 5; for those whose 198-day contracts include the Summer Term, on August 20; for those whose 210-day contracts include a Spring or Summer term on July 5 or August 20; and for those on 228-day contracts on August 20.

APPENDIX C

TEACHING LOADS

1. A normal full load for Fall or Winter term is 45 points.

2. A full-time instructor is expected to accumulate 90 points in the combined Fall and Winter terms.

3. Overload points for classes taught during the Fall Semester will be paid after the drop-and-add period of the following Winter Semester providing that:

   (a) the total points assigned for personnel with 168-day contracts exceeds 90; or

   (b) the total points assigned for personnel with 198-day contracts exceeds 108 including the projected class schedule for the Spring or Summer Term.

   Overload points for classes taught during the Winter Semester for personnel with 168- day contracts will be paid after the completion of the Winter Term. Unit members with 198-day contracts will be paid overload points at the end of the Winter Semester for the amount of unpaid points in excess of 108 including projected class schedules during the Spring or Summer Term. Overload points accumulated during the Spring or Summer Term will be paid after the end of either term.

   If a faculty member is unable to teach an overload class during a complete term, he or she will be paid for the pro-rated portion of the class based on the number of classes he or she taught. Payment

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will be made according to the schedule described above. If a class is canceled or if for any reason a faculty member is paid for more overload points than his or her contract entitles him or her to receive (i.e., the points in excess of 90 points for those with 168-day contracts and 108 points for those with 198-day contracts), the faculty member will be obligated to reimburse the College for the excess overload payment. Any such overpayment may be deducted from the faculty member's remaining paycheck(s). All payments provided for herein will be made after a reasonable period of time for processing and clerical functions.

4. A full load for either the Spring or Summer Term is 18 points.
5. A day and evening class will earn the same number of points and be scheduled for the same number of hours.
6. A lecture hour is credited with 3 points per hour.
7. A laboratory hour is credited with 2 points per hour.
8. Applied music is credited with 1 point for a one-half hour private lesson.
9. Clinic hours are credited with 2 points per clinic hour.
10. A physical education activity is credited with 2 points per activity hour.

11. A practicum course is credited with 3 points per semester credit hour granted, provided one instructor is assigned to the course. When the same course requires additional lecture sections, each separate lecture credit hour is credited with 3 points per hour. Additional practicum sections of the same course are credited with 3 points per each equivalent semester hour value.

12. Load points will be determined on the basis of the duty hour schedule which is 7:30 a.m.-10:00 p.m.

13. The administration may assign a portion or all of a faculty member's load for the responsibility of special programs.

14. The administration may assign a portion or all of a faculty member's load in continuing education.

15. Concurrently taught courses are assessed as one course. When such courses are not of equal point value, the course containing the highest point value prevails.

16. The Administration does not schedule, except in extreme emergency, a unit member who is under full-time contract for more than 14 points beyond the normal load each term.

APPENDIX D

MISCELLANEOUS

The Board agrees to continue exploration by a joint Board-Union Committee of the load relationship between or among lab, lecture and clinic hours.

DEGREE REQUIREMENTS AND/OR SPECIAL COMPETENCE FOR FACULTY

All teaching faculty members should have academic qualifications in accordance with the provisions of the Southern Association of Colleges and Schools, Standards for Colleges.

In the humanities, social sciences, and natural sciences, advanced study beyond the baccalaurate degree is basic to the special competence and those who teach in degree programs in these fields must have master's degrees with major concentration in the teaching field. In certain exceptional cases in these academic areas, unique experiential qualifications in conjunction with demonstrated competence may substitute for advanced academic preparation.

In the creative or applied arts and in specialized, professional, technical, or vocational fields, evidence of professional competency is acceptable in lieu of formal academic preparation. This competence may be based upon appropriate specialized training or successful experience as a practitioner in the occuptional field.

APPENDIX F

TIME ACCOUNTING FORM

PALM BEACH JUNIOR COLLEGE

ATTENDANCE REPORT

Full-Time Unit Personnel

NAME:

DEPARTMENT:

PAYROLL PERIOD:

THIS FORM MUST BE COMPLETED AND SUBMITTED TO YOUR DEPARTMENT CHAIRPERSON OR CAMPUS ADMINISTRATOR ON OR BEFORE 9:00 A.M. ON THE LAST DUTY DAY IN THE PAY PERIOD. IT MAY BE NECESSARY TO ANTICIPATE YOUR HOURS ON THE FINAL DUTY DAY IN THE PAY PERIOD. IF FOR ANY REASON THOSE ANTICIPATED HOURS ARE NOT WORKED, IT WILL BE NECESSARY TO FILE A CORRECTED FORM BEFORE THE END OF THE NEXT PAY PERIOD.

I certify that I held all scheduled classes during the semi-monthly time reporting period, or that I filed the appropriate leave form for any class(es) that I did not hold. I also certify that I was on campus during the office hours listed on my schedule unless administrative approval was received to modify my schedule for one or more days during the reporting period.

SIGNATURE OF FACULTY MEMBER

DATE

DIVISION CHAIRPERSON'S OR
CAMPUS ADMINISTRATOR'S INITIALS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

OF

PENSACOLA JUNIOR COLLEGE

AND THE

PENSACOLA JUNIOR COLLEGE FACULTY ASSOCIATION

FOR THE

1987-1988 CONTRACT YEAR

DURATION

JULY 1, 1987 TO JUNE 30, 1988

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PREAMBLE

The Board of Trustees and the Faculty of Pensacola Junior College jointly affirm their mutual commitment to provide an exemplary educational program for the citizens of Northwest Florida. The parties recognize their mutual interdependence and appreciate the importance of a harmonious relationship in shaping the character and quality of their educational program. To this end, they have determined to set forth in writing their mutual agreements.

ARTICLE 1

THE CONTRACTING PARTIES

Parties and References

This agreement is made and entered into as of the later of the ratification dates shown on page 53, by and between the District Board of Trustees of Pensacola Junior College (hereinafter referred to as the Board) and the Pensacola Junior College Faculty Association (hereinafter referred to as the PJCFA or the Association).

ARTICLE 2

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all employees included in the bargaining unit certified in Case No. RC-85-016 by the Florida Public Employees Relations Commission and as shown in Appendix A hereto. The term "faculty" or "faculty member" as used herein shall apply only to those employees represented by the Association, whether member or non-member, and to no other.

ARTICLE 3

DURATION AND RENEWAL

This agreement shall be effective as of the later of the dates when ratified by the PJCFA and the Board and shall continue in effect until midnight, June 30, 1988, at which time it shall terminate unless renewed or extended by agreement of the parties.

ARTICLE 4

GENERAL PROVISIONS

4.01 Antidiscrimination

The Board agrees to the extent required by applicable law that it shall not discriminate against any faculty member because of race, color, religion, age, handicap, national origin, sex, marital status, or PJCFA membership or non-membership.

4.02 Severability

If any provision of this Agreement shall be invalidated or held to be null and void by any court or other tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect according to its terms. The parties will thereafter meet, at the request of either, at reasonable times and places to negotiate a substitute provision to replace the one nullified.

4.03 Accommodation with Board Rules and Policies

Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the Board's existing rules and policies, and they hereby agree that those rules and policies are to remain in effect. In the case of unavoidable conflict between an expressed provision of this Agreement and a Board rule or policy, the expressed provision of this Agreement shall prevail.

4.04 Waiver Clause

Regardless of any procedure set forth in this contract, the parties retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising on campus or from this agreement or the performance or breach of any part thereof.

ARTICLE 5

ASSOCIATION RIGHTS

5.01 Use of Facilities

The Association shall have the right to use college facilities and services on the same basis as they are generally available to other groups in the community.

5.02 Dues Deduction

A. The Board shall deduct and transmit to the Association in ten (10) deductions all uniformly charged dues and assessments upon receipt of a written authorization form signed by the faculty member. The Board shall provide the Association with a list of unit members from which deductions are to be made.

B. The Association shall inform the Board of the amount of uniformly charged dues and/or assessments.

C. Deduction authorizations shall be valid until revoked or until the faculty member terminates his or her employment. Each authorizing faculty member shall have the right to cancel the authorization at any time by delivering a written authorization form to the Board.

D. Deductions shall commence with the first paycheck produced following receipt of the authorization by the Board.

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ARTICLE 6

FACULTY RIGHTS

6.01 Continuation of Rights

All rights, privileges, and benefits enjoyed by faculty members of Pensacola Junior College, except as modified by this contract, shall remain in effect for the duration of this contract. All rights, privileges, and powers enjoyed by the Board, except as modified by this contract, shall remain in effect for the duration of this contract.

6.02 Academic Freedom

A. In recognition of the principle of academic freedom at Pensacola Junior College, the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation, or interpretation of facts and ideas. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member writes or speaks, he or she must recognize the special position in the community he or she holds as an employee of Pensacola Junior College in that the public may judge both the faculty member's institution and profession by his or her statements. Therefore, the faculty member shall at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and in the expression of personal opinions, to indicate that he or she is not a spokesman for Pensacola Junior College.

Faculty members are free, within the limits of the law, to that freedom of association and expression which is guaranteed to all persons by the First Amendment to the federal Constitution.

B. Grading Practices

Evaluations of students will be performed by the faculty member assigned to teach that section, unless that faculty member cannot perform those duties. In this case, some other faculty member will be assigned responsibility for the evaluations of students.

Any student has the option of disputing any evaluation received via an Informal, and then Formal, Student Grievance Process. These processes must be initiated by the student.

Informal Student Grievance Process

Step one - The student may meet with the department head and present data supporting the dispute. The department head must then meet and discuss the dispute with the faculty member. The department head must then attempt to resolve the dispute to the student's and the faculty member's satisfaction within ten (10) working days. Failing this, the student can proceed with step two.

Step two - The student may meet with the dean and present data supporting the dispute. The dean must then meet and discuss the dispute with the faculty member. The dean must then attempt to resolve the dispute to the student's and the faculty member's satisfaction within ten (10) working days. Failing this, the student can proceed with step three.

Formal Student Grievance Process

Step three - The campus provost will chair a one-time panel also including three students and three faculty members, none of whom shall have any direct connection with the parties involved. A formal meeting will then be convened within ten (10) working days to hear from all parties. The panel members will then meet in closed session and decide (via secret ballot) a resolution of the dispute by a simple majority.

6.03 Involuntary Changes in the Status of Faculty Members

Any discharge, demotion, sanction, or other involuntary change in faculty members' status shall be made only in accordance with the State Board of Education Rules for the operation of Florida's Community/Junior Colleges if and as applicable.

6.04 Disciplinary Action

A. Oral or Written Reprimands

Faculty members who are issued verbal or written reprimands or warnings of future disciplinary action shall have the right to respond to the reprimand or warning in writing. Additionally, if such action is used thereafter to support more serious disciplinary action the faculty member shall have the right to challenge the merits of the reprimand or warning.

B. Each full-time faculty member to whom a continuing contract has been issued shall be entitled to continue in a position in the college at the salary schedule mutually agreed to by the Board and PJCFA without the necessity for annual nomination or reappointment until such time as the faculty member resigns or his or her contractual status is changed as prescribed below.

Any faculty member who is under continuing contract may be dismissed or may be returned to annual contract status for another three (3) years at the discretion of the Board when a recommendation to that effect is submitted in writing to the Board on or before April 1 of any college year, giving good and sufficient reasons therefor, by the President and provided the President's recommendation is approved by a majority of the Board. The faculty member whose contract is under consideration shall be duly notified in writing at least seven (7) days prior to the filing of the written recommendation with the Board, and such notice shall include a copy of the charges and the recommendation to the Board. Should the Board determine that it will consider the charges filed, it shall direct that a petition conforming to the requirements of the model rules of procedure adopted pursuant to Section 120.54(10), Florida Statutes, and including notification to the faculty member of his or her hearing rights, be filed with it and a copy served upon the faculty member. If the faculty member wishes a public hearing, he or she shall notify the Board in writing within ten (10) days after the date of service of the petition. Upon receiving such a request, the Board shall within fifteen (15) days notify the faculty member of the time and place of the public hearing on the charges which shall not be less than fourteen (14) days from the service of the notice unless a different

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time is agreed to by the parties. The hearing shall proceed in accordance with the provisions of Chapter 120, Florida Statutes, and shall be in substantial compliance with the model rules of procedure, Chapter 28, Florida Administrative Code (FAC), unless the parties mutually agree to an alternative hearing procedure. In the event the employee does not request a public hearing, the Board shall proceed to take appropriate action. Any decision adverse to the faculty member shall be made by a majority vote of the full membership of the Board.

C. Any full-time faculty member may be suspended or dismissed by the Board upon recommendation of the President at any time during the college year, provided that no such faculty member may be dismissed during the college year without opportunity to be heard at a public hearing after at least fourteen (14) days' notice of the charges and of the time and place of hearing; and provided further that the charges must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. A petition conforming to the requirements of the model rules of procedure, Chapter 28, FAC, specifying the charges and notifying the faculty member of his or her hearing rights shall be filed with the Board and a copy served upon the faculty member whenever such charges are made. The Board may suspend such faculty member without pay pending a speedy, informal hearing if requested by the faculty member. At any such informal hearing, the Board shall determine the necessity to suspend and withhold pay and whether probable cause exists to support the charges. If the Board determines that probable cause exists to support the charges and there exists a necessity of continuing the suspension without pay then it may do so, but if the charges are not sustained upon final hearing the faculty member shall be immediately reinstated and back salary shall be paid. If the Board determines that there is no necessity to suspend without pay, then it shall reinstate the faculty member with pay and, further, it may dismiss the charges if it determines that probable cause does not exist to support same. In cases where a petition for dismissal of a faculty member has been filed with the Board, the Board shall hold a public hearing in accordance with the provisions of Section 120.57, Florida Statutes, and the model rules of procedure, Chapter 28, FAC, unless the parties mutually agree to an alternative hearing procedure. If a hearing is requested by the faculty member, after notice as provided above, the Board shall determine upon the evidence as submitted whether the charges have been sustained, and if the charges are sustained, either to dismiss said faculty member or fix the terms under which said faculty member may be reinstated. If such charges are sustained by a majority vote of the full membership of the Board and such faculty member is discharged, the contract of employment shall be thereby cancelled.

D. If requested by the faculty member, the Board shall utilize the services of a hearing examiner to conduct either formal or informal hearings unless the Board decides to conduct the hearing itself.

E. In the event there is at any time a difference between this Article on the one hand and any provision of Florida Statutes or State Board of Education Regulations on the other hand, this Article shall stand amended to say what the Statute or Regulation says.

F. Nothing in this Article shall be deemed to give any faculty member not on continuing contract status any property interest in his or her employment.

G. Review of Board of Trustees Disciplinary Action

Any disciplinary action ordered by the Board of Trustees against a faculty member shall be reviewable only by appeal in accordance with applicable law to the appropriate State of Florida District Court of Appeals.

H. Representation

During all disciplinary proceedings a faculty member shall have the right to consult with, and be represented by, a representative of his or her choice.

6.05 Appointment

A. Selection of New Faculty

1. When consideration is being given to hiring new faculty members, the Board will accept and consider

input from faculty members. Such input will be advisory only; the final decision rests entirely with the Board.

2. Faculty members agree to serve on faculty screening committees if requested to do so.

B. Reassignments and Transfers

A faculty member may request a transfer from one campus or department to another once per term without referring to a known vacancy. Requests to transfer to fill an advertised vacancy may be submitted without limitation. All requests shall be submitted to the Human Resources Department. The Administration shall respond in writing to each request within thirty (30) days.

C. Temporary Duty

Once a faculty member has been assigned and has begun the performance of a regular load or schedule of duties for a given term and after the drop/add period plus five (5) work days (three (3) work days in Term III-A and Term III-B), he or she will not be assigned to other regular load duties at a location different from his or her regular campus without his or her consent except where the Administration finds that an emergency or exigency exists, in which event the needs of the College shall prevail, and the applicable Board rules as to travel allowances and/or per diem shall apply.

D. Faculty Appointments and Status

The choice of persons for initial appointments as faculty members, continuation of appointment, and the granting of continuing contract status shall be governed by the appropriate Rules of the State Board of Education for the Operation of Florida's Community/Junior Colleges.

6.06 Faculty Participation in Scheduling

Departmental administrators will at all times be amenable to requests from faculty members within the departments for such information as the administrator himself or herself has at the time concerning scheduling. The registrar will, by a Green and White notice, inform faculty members of dissemination of the proposed departmental class schedule files to the department, and of the due date for return of the completed schedule to the registrar's office. Faculty members are encouraged to submit suggestions and recommendations as to scheduling which directly affects them, and each will have an opportunity to review with the department head his or her proposed schedule. Final decisions on scheduling will be made by the Administration.

6.07 Right to Privacy

The private or personal life of faculty members, including religious or political activities of faculty members, is not of concern to the Board unless it affects the legitimate interests of the College.

6.08 Personnel Files

A faculty member's personnel file is located in the Human Resources Department. It is understood that each personnel file contains a privacy folder into which evaluative materials with respect to the faculty member, including formal reprimands and evaluations, are placed. A copy of each item placed in the privacy folder will be furnished to the faculty member. Each faculty member shall have the right to examine and photocopy the contents of his or her own personnel file at his or her own expense and during Human Resources Department office hours. The faculty member may be accompanied by an Association representative.

Each faculty member shall have the right to place written comments in his or her personnel file in response to any material. Such comment shall be attached to the material responded to.

A written reprimand contained in a faculty member's personnel file will not be used as an independent basis for disciplinary action of a more severe nature when two (2) years or more have expired since the date of the incident giving rise to the reprimand.

6.09 Royalties, Copyrights, and Patents

Faculty members may hold all copyright, ownership, royalties, and patent rights to all products that are the results of the faculty member's independent labors without the use of paid time or college resources not freely available to the public, and all profits and royalties derived therefrom shall inhere solely to the faculty members.

Ownership of other copyrights, royalties, and patents shall be individually negotiated between the faculty member and the Board whenever college resources, not freely available to the public, and/or paid time are utilized to develop the product.

6.10 Legal Assistance

A. Faculty members shall have the right to petition the Board to provide free legal assistance in work-related disputes. The petition shall be addressed to the sound discretion of the Board. By electing to provide legal assistance, the Board does not, and shall not be deemed to, assume any partisan role in any legal action or any monetary liability beyond its commitment as limited by the Board to pay attorney's charges.

B. When a legal action is brought against the Board of Trustees in its official capacity and one or more faculty members as co-defendants, the Board's legal counsel will also furnish representation to the faculty member co-defendant(s), so long as (1) the Board continues to be a defendant in the case in the same status as the defendant faculty member(s), and (2) the cost of the legal representation is not greater than if the Board were defending itself only. The Board will not be deemed to be in the same status as the defendant faculty member(s) if the action has been dismissed as against the Board, and the Board remains in the case for purposes of related proceedings, such as an appeal, when the faculty member defendant(s) is in a different situation.

It is understood and agreed that any attorney employed by the Board will be obliged to represent the Board's interest and that a conflict of interest may exist or arise between co-defendants in any legal proceedings. A faculty member who is a co-defendant with the Board in any such proceedings and who is represented by the same counsel as the Board, must take cognizance of this possibility and be responsible for deciding whether, at any point, to employ separate counsel at his or her own expense.

6.11 Outside Employment

The Board does not normally deny a faculty member the privilege to engage in outside employment, but reserves the right to do so if it determines that the outside employment has an adverse effect on the faculty member's performance of his or her College duties.

6.12 Consultant Fees

All consultant fees are the property of the faculty member who earns them.

6.13 Worker's Compensation

In cases of injury arising out of and in the course of the faculty member's employment, worker's compensation laws shall be applied.

6.14 Seniority

The Association shall be entitled, once per academic year and upon request, to a list of all full-time faculty members with the date of hire of each as a full-time faculty member.

6.15 Promotion

The teaching faculty, counselors, and librarians shall hold professorial ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

A. General Considerations

1. Instructors, Assistant Professors, and Associate Professors shall become eligible for promotion to the next highest rank upon recommendation to the President through the promotion process.

2. The principal criterion for promotion shall be teaching (job) effectiveness.

3. Promotion to a higher professorial rank shall be awarded in order to recognize an individual's effective service and professional development as an educator.

4. New faculty members without an earned doctorate shall be employed as Instructors. The attainment of an earned doctorate shall result in the automatic promotion to Assistant Professor. Such promotion shall take place immediately upon receipt in the Human Resources Department of evidence of the degree.

5. No faculty member shall be eligible for consideration for promotion until two (2) full years have been served in a rank. The years in rank will run from August to August.

6. Changes in professorial rank shall not be made before the person has earned a continuing contract, except in the case of the earned doctorate. Promotion and continuing contract can, however, be awarded simultaneously.

B. Process of Promotion

1. The Executive Vice President for Academic/Student Affairs will recommend to the President the total number of promotions and the distribution among the schools. The distribution will be based upon the number of eligible persons within each school.

2. On or before February 15 each faculty member who desires promotion may submit a written request together with appropriate documentation to his or her department head. The department head may also encourage eligible faculty members to apply. The documentation should address teaching (job) effectiveness, professional growth, academic preparation, and community service.

3. The department head will list in priority by his or her recommendations, the candidates within his or her department. The department head shall provide documentation supporting his or her priorities. A copy will be provided to the school dean along with each candidate's file.

4. After all department heads have submitted their prioritized lists and candidates files, each dean will meet with the campus provost and develop a prioritized list of applicants for promotions from each school.

5. By March 10 the provost shall provide to the Executive Vice President for Academic/Student Affairs his or her list of prioritized promotion recommendations, the priority list of the department heads, and each candidate's file.

6. By March 20 the Executive Vice President for Academic/Student Affairs will forward all the recommendations as well as each candidate's file to the President for promotion approval.

7. Upon approval of promotions by the President, and not later than April 15, the Executive Vice President for Academic/Student Affairs will send to the provosts, deans, and department heads a listing of the department and school candidates, indicating those who were promoted. The list will be contemporaneously published in the Green and White.

6.16 Special Promotion Procedure Effective during 1987-88

The teaching faculty, counselors, and librarians shall hold professorial ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

A. General Considerations

1. Instructors, Assistant Professors, and Associate Professors shall become eligible for promotion to the next highest rank upon recommendation to the President through the promotion process.
2. The principal criterion for promotion shall be teaching (job) effectiveness.
3. Promotion to a higher professorial rank shall be awarded in order to recognize an individual's effective service and professional development as an educator.
4. New faculty members without an earned doctorate shall be employed as Instructors. The attainment of an earned doctorate shall result in the automatic promotion to Assistant Professor. Such promotion shall take place immediately upon receipt in the Human Resources Department of evidence of the degree.
5. No faculty member shall be eligible for consideration for promotion until two (2) full years have been served in a rank. The years in rank will run from August to August.

6. Changes in professorial rank shall not be made before the person has earned a continuing contract, except in the case of the earned doctorate. Promotion and continuing contract can, however, be awarded simultaneously.

B. Process of Promotion

1. The Executive Vice President for Academic/Student Affairs will recommend to the President the total number of promotions and the distribution among the schools. The distribution will be based upon the number of eligible persons within each school.

2. On or before October 2, 1987, each faculty member who desires promotion may submit a written request together with appropriate documentation to his or her department head. The department head may also encourage eligible faculty members to apply. The documentation should address teaching (job) effectiveness, professional growth, academic preparation, and community service.

3. The department head will list in priority by his or her recommendations, the candidates within his or her department. The department head shall provide documentation supporting his or her priorities. A copy will be provided to the school dean along with each candidate's file.

4. After all department heads have submitted their prioritized lists and candidates files, each dean will meet with the campus provost and develop a prioritized list of applicants for promotions from each school.

5. By October 16, 1987, the provost shall provide to the Executive Vice President for Academic/Student Affairs his or her list of prioritized promotion recommendations, the priority list of the department heads and each candidate's file.

6. By October 26, 1987, the Executive Vice President for Academic/Student Affairs will forward all the recommendations as well as each candidate's file to the President for promotion approval.

7. Upon approval of promotions by the President, and not later than November 18, 1987, the Executive Vice President for Academic/Student Affairs will send to the provosts, deans, and department heads a listing of the department and school candidates, indicating those who were promoted. The list will be contemporaneously published in the Green and White.

Memorandum Of Understanding

PROMOTIONS

With reference to promotions to be made effective during the 1987-88 academic year, as referred to in Section 14.05 of the 1987-88 collective bargaining agreement, and for which the Board has agreed to provide the total sum of $30,000 to pay for salary payments and associated benefit payments, it is agreed that a special promotions procedure will be carried out, and that this special procedure will be the same, as near as is practicable, as that provided in Section 6.15 of the 1987-88 collective bargaining agreement, except that the date of February 15, 1988, stated in Part B, numerical paragraph 2, will be changed to October 2, 1987; the date of March 10 in numerical paragraph 5 will be October 16, 1987; the date of March 20 in paragraph 6 will be October 26,1987; and the date of April 15 in paragraph 7 will be November 18, 1987.

The salary payments associated with these promotions will be made at the end of the first pay period following the publication of selections in the Green and White.

The Board agrees, at any reasonable time after the 1987-88 collective bargaining agreement is ratified, and upon the request of the PJCFA, to make its representatives available to meet and confer with PJCFA representatives for the purpose of changing Section 6.15 of the collective bargaining agreement, for purposes of the promotions selection to be made during academic year 1987-88 by mutual consent, if possible. If such changes cannot be mutually consented to, Section 6.15 will be observed with reference to those selections.

ARTICLE 7

THE TEACHING AND SERVICE ENVIRONMENT

7.01 Lounge Facilities

The Board will maintain food service facilities as long as they determine them to be economically feasible. Current dining rooms, restrooms, and lounge facilities will be maintained subject to future facilities management needs. Use of these facilities shall be subject to usual college scheduling policies and procedures.

7.02 Parking

The Board shall provide without cost adequate off-street reserved parking areas, properly maintained, designated, and enforced for "Faculty and Staff Only" at the Pensacola and Warrington campuses. Where the Board deems necessary, there will be some parking spaces close to the building entrances designated as "Loading and Unloading Only." The Board will continue to provide individual parking spaces to those faculty members who are currently assigned individual spaces.

7.03 Safety and Comfort

Faculty members will not be required to work under hazardous or unsafe conditions which might endanger their health, safety, or well-being. Where hazardous substances or materials exist, the provisions of the Florida "Right-to-Know" law shall prevail. Classrooms and offices shall be maintained at temperatures designated in accordance with state energy guidelines when mechanically and economically feasible.

If, in the opinion of the faculty member, the learning climate may be improved by relocating his or her class, the faculty member may request relocation of the class with his or her department head.

Current provisions for supplying faculty members protective glasses, laboratory aprons, jackets, gloves, and any other safety equipment required for special laboratory situations shall be maintained at college expense within fiscal restraints.

7.04 Office Assignments

Current faculty facilities and furnishings shall be maintained subject to future facilities management needs and appropriate funding.

7.05 Office Security

The Board will continue to provide present security personnel for protection of college facilities. Access to faculty members' desks and files shall be only with the authorization of the affected faculty members, barring unusual and extenuating circumstances.

7.06 Access to Offices and Classrooms

When the College is not in session, faculty members will have access to College buildings when assigned a designated key for their offices and/or classrooms, subject to safety and security constraints and protection of public property. Faculty members who access these areas after regular college operating hours will notify security personnel.

7.07 Travel Expenses

A. Advance Travel Approval/Reimbursement

The Board shall approve or disapprove all travel in advance. The maximum reimbursement shall be in accordance with Florida Statutes 112.061 and appropriate Florida State Board of Education Administrative Rules. Reimbursement shall be made within ten (10) working days from the receipt of a properly completed, documented, and approved reimbursement request in the office of the Associate Vice President for Business Affairs.

B. Primary Duty Station

Each faculty member shall have a primary duty station designated from among one of the three campuses (Pensacola, Milton, or Warrington) for the purpose of travel expense reimbursement. The assignment of the primary duty station shall be done by the Board in an academically appropriate manner. The assigned primary duty station shall be indicated on the faculty member's employee identification card prior to the distribution of the card.

In the event of a change in the primary duty station, the faculty member shall be given sufficient advance verbal notice by the Board to be followed in a reasonable amount of time with a written confirmation. Assignment of a primary duty station shall not be made arbitrarily nor capriciously.

Efforts shall be taken by the Board to prevent a change in the primary duty station during the academic year. Any change in a primary duty station during the year shall be for legitimate and justifiable business reasons.

C. In-District Travel

Full-time faculty members shall be reimbursed for in-district travel in accordance with policies and procedures in effect at the time, when required, authorized, and approved.

If approved teaching assignments or other assigned official meetings properly approved in advance require the faculty member to travel more than the round trip distance between residence and primary duty station, approved travel expenses shall be reimbursed by the Board. If the college provides scheduled transportation to the location for the event, in-district travel will not be paid. When a faculty member rides with another individual, the complimentary travel will not be reimbursed.

Approved reimbursement for in-district travel shall be submitted through the appropriate channel to the Associate Vice President for Business Affairs within thirty (30) calendar days after the end of each term. A submission may also be made at any time prior to the end of the term after the faculty member has accumulated one hundred dollars ($100) or more of approved reimbursable travel expense.

D. Out-of-District Travel

Full-time faculty members shall be reimbursed for out-of-district travel, which is required or authorized and approved in accordance with policies and procedures in effect at the time.

If an individual who would otherwise be entitled to reimbursement under this Article pays an item of such expense in advance and incurs a monetary penalty due to (1) an unforeseen emergency or sickness for which leave is requested and granted, or (2) a change in plans or a cancellation requested by the Board; then the individual shall be entitled to reimbursement for the penalty incurred. To be so entitled, the individual must have used reasonable diligence to inform ahead of time the appropriate administrator(s) of the penalty.

E. Location of Travel Policies

The policies and procedures referred to above are as stated in Appendix B and they will not be changed during the term of this agreement unless mandated by the Florida Statutes or the Florida State Board of Education Administrative Rules.

7.08 Assault, Battery, Threats

The Board and the PJCFA join in deploring any form of conduct, within the College environment, which involves a danger or threat of bodily harm to any person, and they express their willingness and mutual desire, during the term of this agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault, battery, or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The resources of the Public Safety Department should also be resorted to in any appropriate case. Upon receiving such a report, the administrator shall promptly proceed to ascertain the pertinent facts and take appropriate action, which may include the removal, transfer, or administrative withdrawal of a student from a class. If the situation involves a student, a consultation with the faculty member and student may be held. The faculty member will be promptly notified of all administrative decisions concerning the matter. Although the parties cannot address fine points of law in this agreement, they express their awareness that the law provides individual faculty members with rights of self-defense.

7.09 Class Disruption

A faculty member may dismiss a student from a particular meeting of a particular class because the student is so disrupting the class as to make it impossible for the instructor to serve the remaining members of the class effectively, provided that the instructor shall be accountable to the Administration for the reasonableness of his action, and shall as soon as practicable following the end of the class meeting in which the action was taken, report the matter to the appropriate administrator. A faculty member may request that the Administration permanently bar a student from a given class for being disruptive, but that decision shall lie within the discretion of the Administration.

7.10 Educational Materials and Supplies

Faculty members shall be supplied, without cost, adequate equipment, materials, clerical assistance, supplies, and books to fulfill their responsibilities. A faculty member who is dissatisfied with the response to a request for such may submit the request in writing to his or her immediate supervisor for transmission to his or her dean, and if necessary his or her provost. The Administration will make the final determination in the best interest of the mission of the College.

7.11 Released Time

Released time shall be defined as the reduction of a faculty member's regular duties to compensate for duties other than those regularly assigned.

A faculty member may apply to his or her immediate supervisor for released time to undertake work that is mutually beneficial to the member and the Board, although this does not imply that the supervisor will have authority to grant released time without advance Administration approval.

Faculty members may also be assigned to do extra work in return for released time, on the basis of past practice as to the amount of released time provided, or on the basis of agreement between the faculty member and the Board as to the amount.

All released time arrangements are to be committed to writing on the released time form (Appendix C) with a copy furnished to the faculty member.

ARTICLE 8

FACULTY WORKING CONDITIONS

Faculty working conditions in this Article pertain to three classifications of the bargaining unit: instructional faculty, librarians, and counselors.

In the event that classes are cancelled or that the contact hours are reduced to less than the scheduled amount by an administrative representative, the state regulations (SBE-6A-14.4(4)-Personnel Contracts: Instructional personnel contracts may be conditioned on a minimum number of students.) will be followed; exceptions may be made by the Executive Vice President for Academic/Student Affairs. Affected faculty members may also apply for released time in accordance with provisions of Section 7.11.

8.01 Instructional Faculty

A. Definitions

1. Contact Hour

A contact hour is defined as a 50-minute class period for college credit and adult classes and as a 60-minute class for vocational classes.

(The 60-minute classes for vocational classes are currently being reviewed for impact on the scheduling of these classes. A report of this review will be provided to PJCFA during the term of this agreement.)

2. Day Contact Hour

A day contact hour is an assignment for a faculty member to be in an assigned space at an assigned commencing time of 7:00 a.m. or later and ending at 4:50 p.m. or earlier.

3. Evening Contact Hour

An evening contact hour is an assignment for a faculty member to be in an assigned space at an assigned commencing time of 5:00 p.m. or later.

4. Evening Assignment

An evening assignment is an assignment for a faculty member to be in an assigned space at an assigned commencing time of 5:00 p.m. or later. Any class scheduled past 10:00 p.m. shall be with the consent of the faculty member involved.

5. Standard Load

A standard load is an assignment for an instructional faculty member to be in an assigned space at an assigned commencing time, for an assigned, cumulative amount of time as specified below, that will satisfy that faculty member's contractual obligations. A standard load may include an evening assignment, Campus-of-the-Air, correspondence course and/or an independent or directed-study course. Where the needs of the program permit, the Administration shall limit evening assignments to one class per week.

TOTAL NUMBER OF CONTACT HOURS PER WEEK
OR THE EQUIVALENT PER PAST PRACTICE

College Credit	15
Secondary Education	25
Adult Basic Education	25
Vocational Credit	15 to 25.

Work Load Review

The Administration agrees to give top priority to the review of the equitability of contact hour teaching loads and will submit their findings to the PJCFA no later than three (3) months after ratification of this agreement. If the results of the study indicate that a reduced teaching load is feasible and practicable, the Board shall implement these load reductions in the next academic year.

For Term II of the 1987-88 academic year the Administration shall make every effort to implement this load range:

Secondary Education .....15 to 25 contact hours Adult Basic Education....15 to 25 contact hours.

6. Work Week

The work week for faculty members shall be thirty-five (35) hours during Terms I and II and twenty-six (26) hours during Terms III-A and III-B which may include up to five (5) hours of community service if approved by the department head. The total hours in the work week may also include approved professional development activity or informal student advising.

Any faculty member required by the Administration to take college course work at another institution shall be entitled to include this time in the regular work week so long as it does not interfere with assigned teaching loads.

7. Underload

The standard load of an instructional faculty member shall not be reduced without prior discussion with the individual faculty member involved. If the Administration is unable to assign a standard load to a faculty member during a term, an equivalent non-teaching assignment may be given or a compensatory overload may be assigned in a subsequent term.

8. Overload

The standard load of an instructional faculty member shall not be increased without the expressed consent of the individual faculty member involved. An overload is defined as assigned work beyond a standard load.

Overloads shall be compensated by one of two methods:

a. overload pay rate
b. compensatory underload in a subsequent term(s).

The Administration in consultation with the faculty member shall determine the method of compensation.

B. Substitute Teaching

1. It shall be the responsibility of the individual faculty member to make prior arrangements with his or her department head to satisfactorily handle his or her classroom absences. Substitute teaching for another faculty member shall be considered an overload if the absent instructor is out on administratively approved leave. Any additional compensation requires service in excess of the normal work week, as dual compensation is prohibited under State of Florida regulations.

2. Substitute teaching overloads shall be compensated by one of two methods:

   a. overload pay rate
   b. compensatory underload of current teaching assignment by mutual consent of the department head and the two faculty members involved.

The Administration in consultation with the faculty member shall determine the method of compensation. Faculty members may mutually agree to substitute for one another without additional compensation.

C. Faculty Loads With Respect to Adjuncts

Teaching assignments as between full-time faculty members and adjuncts shall not be made solely for the purpose of preventing an individual full-time faculty member from having an assignment beyond the standard load.

8.02 Librarians

Learning Resources Center (LRC) faculty members are responsible to the administrative representative for library services, or his or her designee, at the campus where assigned. In general, each LRC faculty member will be engaged in activities directly related to the primary function of his or her LRC assigned area by:

1. working at assigned duties thirty-five (35) hours per week. The work week for librarians shall be thirty-five (35) hours during Terms I and II and thirty-one (31) hours during Terms III-A and III-B.
2. attending scheduled district and campus meetings.
3. engaging in jointly designed and administratively approved professional development programs.
4. serving on a rotational basis for evening duty when assigned. Rotational duty would not apply when an LRC faculty member has been hired for the specific purpose of working evenings. Evening assignments shall be decided by the department head in consultation with the LRC faculty member.
5. serving on a rotational basis, the reader services faculty will be assigned weekend duty.
6. serving on College committees or volunteering to serve with released time as a faculty advisor to student groups.

8.03 Counselors

Counseling faculty members are responsible to the Director of Student Services, or his or her designee, at the campus where assigned. In general, each counseling faculty member will be engaged in activities directly related to the primary function of a counseling area by:

1. working at assigned duties thirty-five (35) hours per week. The work week for counselors shall be thirty-five (35) hours during Terms I and II and thirty-one (31) hours during Terms III-A and III-B.
2. attending scheduled district and campus meetings.
3. engaging in jointly designed and administratively approved professional development programs on those days designated as in-service days.
4. serving on a rotational basis for evening duty when assigned.
5. serving on College committees or volunteering to serve with released time as a faculty advisor to student groups.

ARTICLE 9

ADMINISTRATIVE EVALUATION OF FACULTY

It is understood that the term "evaluation" as used in this Article refers only to the formal evaluation of a faculty member which is normally done on an annual basis, reduced to writing, and discussed with the faculty member.

It is also understood that the primary purpose of formal evaluations is not disciplinary, but is to provide the faculty member with advice and opinions of his or her administrative colleague(s) in order to assist him or her in continuing professional development and performance improvement, although evaluations may be referred to in disciplinary matters.

The parties agree that those factors bearing on the faculty member's effective performance of his or her professional duties and responsibilities are of primary importance.

Faculty members are not required, but are encouraged, to perform self-evaluations, and administrative evaluators will receive and consider such self-evaluations, when put in writing and offered to them, in the course of making evaluations.

The formal annual evaluation of a faculty member shall be reduced to writing and discussed with the faculty member by at least one administrative evaluator before it is placed in the faculty member's personnel file. The evaluation shall be signed by the person or persons performing the evaluation, and by the faculty member, who may submit a written statement for attachment to the evaluation, and who shall be entitled to a copy of the evaluation.

The evaluator or the Administration shall, within the limits of their discretion, assist the faculty member in improving any deficiencies identified in the evaluation, but this does not mean that the faculty member is entitled to continue in the employ of the Board for that purpose, and the expenditure of time and resources for this purpose shall remain a matter of administrative discretion.

The Administration continues to have the right to have faculty members evaluated by students during each term. Because of the expense, student evaluations in Term II are usually limited to annual contract faculty. Other faculty members may, however, be included either at their own request or their department head's request. Although the evaluations are designed primarily for the faculty member's self-improvement, they may be used as a guideline for promotion if the instructor submits them with the promotion application.

This Article does not guarantee any individual faculty member that he or she will in fact be evaluated, or be evaluated during any given period of time.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 Principles

The Association and the Board of Trustees recognize that an effective grievance system with reasonable time limits will advance harmony within Pensacola Junior College. In the event that a grievance may arise between the Board and one or more represented faculty members, or between the Board and the Association, which involves the interpretation or application of this Agreement and which cannot be settled through informal discussion, the grievance procedure described below shall be instituted for the timely and orderly resolution of such grievances. The grievance procedure is not available for the settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement.

When a grievance is submitted other than through or by the Association, the Association shall be notified before the grievance is answered in step one, and the Association shall be afforded notice and an opportunity to be present during any grievance meetings between a grievant and a Board representative. The grievant shall also have the right to be present, together with any advisor that he or she may wish to designate.

10.02 Definitions

A. Definition of a Grievance

Claims and complaints verbally addressed to an administrator, or so discussed with an administrator by a faculty member, are not to be deemed grievances during any time periods when they are being verbally presented or discussed. A grievance is defined as a written claim that the Board has violated or misapplied a specified provision or specified provisions of this Agreement, with resulting harm, also to be described with specificity, to the grievant. The grievance shall set out the facts of the matter in enough detail to enable an otherwise uninformed third party, assuming the truth of the facts as stated, to determine from the grievance and this Agreement, that a violation of this

Agreement has or has not been described. The grievance document must also state with specificity the relief that the grievant seeks.

B. Who May Be A Grievant

A faculty member desiring to grieve must date, sign, and present a timely individual grievance in order to be entitled to have his or her grievance processed or to be granted any relief, whether the grievance is prosecuted on his or her behalf by the Association or not. If more than one faculty member is affected by any asserted violation, the Association president may sign a single grievance document for all named and signatory faculty members.

The Association may also be a grievant, as distinguished from a prosecuting representative, when the provision(s) of this Agreement assertedly violated provide(s) some right or rights flowing to the Association itself. Association grievances may be inserted at the third step of the grievance procedure.

This Agreement shall not be construed to require the Board to grieve any decision before acting thereon, and the Board shall not have access to the grievance or arbitration procedures as a grievant.

C. Time Limits

The time limits provided in this Article must be strictly observed, unless extended by mutual consent. The failure of a grievant to pursue a grievance within the time permitted at any step or phase of the proceeding shall mean that the grievance stands abandoned. The Board's failure to respond to a grievance within the time provided at any step shall mean that the grievant shall thereupon be entitled to proceed to the next step.

D. Use of Duty Time

Board representatives shall be available to meet with grievance representatives during non-duty hours for the purpose of preparing, handling, investigating, processing, or otherwise dealing with grievances or potential grievances.

10.03 Procedure

A. Grievance Procedure Step I: The grievant(s) must file the grievance, in writing and in compliance with all requirements of this Article, with his or her department head or director within fourteen (14) calendar days from and after the date of the act or omission giving rise to the grievance, or within fourteen (14) calendar days from and after the date when the grievant acquires, or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission.

The department head or director will respond, also in writing, which may take the form of an answer noted on the grievance document, within fourteen (14) calendar days from and after the date when the written grievance is submitted to him or her.

Step II: The grievant, if dissatisfied, may advance the grievance by submitting it in writing, which may be done using the original grievance document, to a person designated by the President of Pensacola Junior College to handle grievances at Step II, within fourteen (14) calendar days from and after the date of receipt of the Step I answer or expiration of the time allowed for a Step I answer without an answer being received.

The President's designee will provide a Step II answer, in the same manner as is required in Step I, within fourteen (14) calendar days after receiving the appeal.

Step III: The grievant, if dissatisfied with the Step II disposition, may appeal the grievance to the College President by delivering the appeal, which may consist of the grievance document submitted in Step II, to the President's secretary within fourteen (14) calendar days after the time for a Step II answer expires. The President or his or her representative will answer the grievance within thirty (30) calendar days after it is delivered to the secretary.

Meetings. Meetings to discuss grievances in process shall occur at the convenience of the parties involved and by mutual consent, when those representing both sides agree that meetings are required in order to arrive at a proper disposition. The President's Step II representative will arrange a grievance meeting before answering if requested by the grievant.

B. Arbitration Procedure

1. Arbitrability. Only those grievances which have been processed through the grievance procedure in strict compliance with all of its requirements may be submitted to arbitration.

2. Initiating Procedure. The arbitration procedure may be invoked by the Association delivering a written request for arbitration to the Director of the Human Resources Department within twenty (20) calendar days after receipt of a Step III disposition of a grievance.

3. The Association may thereafter, but within ten (10) calendar days after initiating arbitration, mail to the Federal Mediation and Conciliation Service a request for a list of five (5) arbitrators, with a copy of the request to the opposing party.

4. Within twenty (20) calendar days after receipt of such a list, the parties' representatives shall, in a face-to-face meeting or by telephone, alternately strike names from the list, with the Association to make the first strike. The remaining name will identify the arbitrator, provided that either side shall have the right to reject one list of arbitrators.

5. The Association will then, within ten (10) calendar days, notify the arbitrator of his or her selection, and furnish him or her with a copy of all grievance documents generated to date and a copy of this Agreement. The arbitration will then proceed in accordance with the reasonable requests and instructions of the arbitrator, but subject to the following conditions:

    a. No arbitrator may have more than one case involving the College pending before him or her at a given time without the consent of the Board and the Association.

b. The arbitrator must agree when taking the case to render a written opinion if asked to do so by a party.

c. No party may inform the arbitrator, by evidence or otherwise, of any offer of settlement made, and the arbitrator may not consider any such offer. Breach of this provision shall entitle the non-offending party to reject the arbitrator's decision and demand a new arbitrator.

d. The arbitrator shall schedule all proceedings outside of normal daylight College operating hours if requested by the Board to do so.

e. The arbitrator may not require the Board to violate a Board rule that has not been modified by this Agreement.

f. If the arbitrator rules partly for the grievant and partly against the grievant, his or her charges shall be equally shared by the grievant and the Board; otherwise, the loser shall pay all of the arbitrator's charges. A grievance that is voluntarily withdrawn after arbitration has been invoked will be deemed to have been lost.

g. Arbitration decisions shall be final and binding if rendered in compliance with this Agreement but shall otherwise be subject to be vacated on appeal to a State court of general jurisdiction.

10.04 Disclosure

The parties and their constituents shall have the right to seek and receive any information which may have a bearing on a grievance.

ARTICLE 11

RETRENCHMENT

In the event that the Board foresees the need for retrenchment of faculty during the term of this Agreement, it shall immediately request negotiations with PJCFA over the impact of such retrenchment. In that event the parties agree mutually to waive the statutory impasse resolution procedure and submit the ultimate resolution to the Board of Trustees.

ARTICLE 12

FRINGE BENEFITS

12.01 Insurance

A. Health and Major Medical

For each faculty member, the Board shall provide and pay the premium(s) for a comprehensive health and major medical plan or an HMO up to the actual premium, or an amount equal to that contributed for Career Service and Administrative employees of the College.

Each faculty member shall have the option of choosing which plan he or she wants, but shall pay any premiums not covered by the College's contribution.

Payroll deductions shall be available for this purpose.

B. Life Insurance

The Board shall provide and pay fully the premium for term life insurance for each faculty member. The amount of such insurance shall be equivalent to the faculty member's guaranteed (Terms I, II, and one guaranteed summer term) salary rounded to the nearest thousand. Each faculty member shall have the option of purchasing an additional equivalent amount at the group rate by remitting to the Board the cost of same.

Payroll deductions shall be available for this purpose.

12.02 Fee Waiver

A. Full-time faculty members who have been employed for at least six (6) months by the College and their dependents are permitted to enroll in a maximum of six credits or equivalent hours per term (Fall, Spring, and combined Summer) without payment of matriculation fees or tuition. Eligible students must meet the admission requirements set by the Board and maintain standards of academic progress.

B. The Board of Trustees shall provide scholarship funds for an additional six (6) hours of fees per term (Fall, Spring, and combined Summer of academic year 1987-88) for dependents of full-time faculty members who have been employed at least six (6) months at Pensacola Junior College. Dependents must meet the admission requirements set by the Board and maintain standards of academic progress.

ARTICLE 13

LEAVES

13.01 Leaves of Absence - Definition

A leave of absence with or without pay is authorization for a faculty member to be absent from his or her duties for a specific period of time, without prejudice. Unless otherwise provided by law, the granting of leave shall be at the discretion of the Board.

Leaves with and without pay shall be requested and considered in accordance with the provisions of this Agreement and otherwise in accordance with applicable Florida Statutes, State regulations, and Board rules in effect at the time. Board rules concerning leave which are not in conflict with this Agreement shall remain in effect during its term, and shall be followed in all cases not covered by this Agreement, and the Board will not change such rules during the term of this Agreement.

13.02 Sick Leave

A. Earning of sick leave

Each full-time faculty member shall earn one (1) day of sick leave with compensation for each calendar month or major fraction of a calendar month of service, not to exceed twelve (12) days for each fiscal year. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida community college, the Florida Department of Education, the State University System, a Florida district school board or a state agency, provided that at least one-half of the sick leave accumulated at any time must have been established during employment at Pensacola Junior College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he or she procures from the former employer and furnishes in writing to the employer certification to the President of the College of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his or her employment at Pensacola Junior College at the beginning of the next regular term following the termination of his or her employment with the employer from whom the sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

B. Leave Information

The College will apprise faculty members of accrued sick leave hours, including any changes since the end of the last biweekly payroll period, on the biweekly payroll check stub. The College will furnish explanatory information at any time upon request, allowing a reasonable amount of time for response.

C. Use of Sick Leave

Sick leave shall be authorized to a faculty member only for the following reasons:

1. The faculty member is unable to perform his or her duties at the College on account of personal sickness, pregnancy, accident disability (to the extent not covered by worker's compensation disability payments), or extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the faculty member's own household.
2. The faculty member has to miss work, although not ill or disabled, because of a necessary personal appointment, for himself or herself or his or her minor dependents, with a doctor, dentist, or other recognized medical practitioner, when the appointment cannot be scheduled during non-duty time.

D. Claim must be filed

Any member who finds it necessary to be absent from his or her duties because of illness as defined hereinabove, shall notify the appropriate administrator if possible before the opening of the College on the day on which he or she must be absent or during the day if the notification does not interfere with the operation of the faculty member's class schedule. Any faculty member shall before claiming or receiving compensation for the time absent from his or her duties while absent because of sick leave as prescribed herein, make and file a written request for leave on a biweekly time accounting form which shall set forth the day or days absent, that such absence was necessary, the reason therefor, and that he or she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or designee may, as a matter of discretion, require a certificate of illness from a licensed physician in cases where illness is stated as a reason for absence, as a condition precedent to payment of compensation or granting of leave. Such discretion shall not be exercised in a capricious and arbitrary manner.

E. Compensation

Any faculty member having sufficient unused sick leave credit shall receive full-time compensation for the time justifiably absent on sick leave provided that no compensation may be allowed beyond that provided herein. Sick leave shall be deducted at the rate of 8 hours per work day missed and 4 hours deducted for one-half days leave. Sick leave taken for less than one-half of the faculty member's scheduled workday shall be deducted on an hour-for-hour basis. A prorated deduction will be made for other than an eight hour work day.

F. Terminal Pay for Accumulated Sick Leave

The Board agrees to pay the faculty member a portion of his or her unused sick leave credit upon a faculty member's death, retirement (with the exception of the retirement incentive provisions of Section 14.04), or termination in good standing. Such terminal pay may not exceed an amount determined as follows:

1. After the first six (6) years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
2. After the eighth (8th) year of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

3. After the tenth (10th) year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

If an faculty member receives terminal pay benefits based on unused sick leave credit, all unused sick leave credit shall become invalid; however, if an faculty member terminates his or her employment without receiving terminal pay benefits and is reemployed, his or her sick leave credit shall be reinstated.

13.03 Illness-in-Line-of-Duty Leave

Full-time faculty members shall receive leave with pay, in addition to sick leave, not to exceed twelve (12) days, including paid holidays, in one calendar year, when absent for illness or injury contracted due to performance of duty. Notification and claim for compensation and payment shall be as in Section 240.343, Florida Statutes, and shall be filed by the end of the pay period in which such absence occurred. Total compensation paid, including paid leave under this section and workers' compensation under Chapter 440, Florida Statutes, shall not exceed the faculty member's normal rate of compensation.

13.04 Personal Leave

A full-time faculty member is permitted to be absent for four (4) assigned working days during the term of his or her contract for a given academic year for personal reasons, without stating a reason therefor, provided that he or she applies for such leave and secures approval before it is taken.

If the above paragraph is not complied with as to prior approval, personal leave will not be approved on an after-the-fact basis unless the faculty member establishes within a reasonable time that failure to secure prior approval was unavoidable, and the absence was beyond his or her control.

If personal leave under this section is approved, it will be paid leave to the extent that the faculty member has accrued sick leave, and in such case the amount paid will be deducted from such accrued sick leave, and any approved personal leave not so paid will be on an unpaid basis.

13.05 Court-Related Service

When on jury duty, or when subpoenaed as a witness when not a principal in the litigation, full-time faculty members shall receive court related leave with pay, shall retain any fees earned, and shall not be paid by the College for meals, lodging, or travel. When a principal in personal litigation, or when voluntarily participating in litigation in which he or she is not a principal, the faculty member shall not receive court related leave. When involved in litigation in behalf of the College or due to action in line of duty as a College employee, the faculty member shall be considered on duty and shall turn over to the College any fees received from the court.

To be entitled to leave under this section, the faculty member must file a request therefor, with as much prior notice as he or she can reasonably give, with his or her department head, together with a copy of the summons or subpoena.

Prior to receiving compensation under this section, the faculty member must submit his or her official receipt of payment from the court to his or her supervisor for attachment to his or her biweekly leave and time report.

Whenever a faculty member is summoned or subpoenaed to report for jury duty and is excused for the day or for a longer period of time, during that day he or she shall immediately report same by telephone to his or her immediate supervisor's (or in his or her absence to the next higher supervisor, and so on) and shall report to work if requested to do so.

Whenever a faculty member is subpoenaed to appear as a witness, it shall be his or her obligation to inquire of the subpoenaing attorney (as soon after receiving the subpoena as is reasonably possible and continuing at reasonable times) as to when he or she will actually be required to appear, and to make such arrangements as can be made to minimize his or her absence with his or her immediate supervisor (or to the next higher supervisor, and so on). On any occasion when the faculty member is excused from appearing or is released after reporting and during working hours, he or she will so notify the appropriate supervisor and report for work if requested to do so.

13.06 Professional Leave

The granting of professional leave lies within the discretion of the Board of Trustees, upon the recommendation of the President. It is, however, agreed that professional leave is granted primarily for the professional benefit or advancement of the faculty member and only incidentally for the benefit of the College. It is understood that the granting of professional leave on a paid basis is a function of funds available. Also, professional leave on an unpaid basis may be requested.

13.07 Sabbatical Leave

A. Sabbatical Leave Committee

The Administration will at all times maintain a Sabbatical Leave Committee with a membership of three (3) faculty members and three (3) administrators appointed by the President. The function of this Committee will be to submit annually on or before the 15th day of February to the College President a ranking of faculty members who have applied for sabbatical leaves with the number one to reflect the Committee's first choice, and so on through the list of applicants. For this purpose, the faculty members applying for sabbaticals are to furnish the Committee with copies of their applications. In addition, the Committee will annually issue a report explaining the method and criteria it used in making its rankings.

B. Eligibility for Sabbatical Leave

A faculty member will be eligible for a sabbatical leave after completing seven (7) full academic years of full-time service as a faculty member at the College.

C. Length of Leave

An eligible faculty member may apply for a half-year leave or a full-year leave. A half-year sabbatical at full pay consists of one regular term (Term I or Term II) and one summer term (Term IIIA or Term IIIB) and a full-year sabbatical consists of Terms I and II of the academic year and one summer term of the academic year.

In the event a half-year sabbatical is approved, the faculty member may request which terms to take as long as they are consecutive.

Compensation for a full-year sabbatical leave shall be one-half of guaranteed salary payment for the year (Terms I, II, and one summer term).

Compensation for a half-year sabbatical leave shall be the full pay for one regular term (Term I or II) and the full pay for one summer term (IIIA or IIIB).

D. Where to Apply

Applications are to be submitted to the Office of the Executive Vice President for Academic/Student Affairs on or before the 10th day of January.

E. Benefits While on Sabbatical Leave

Benefits while on leave shall be the same as if on active duty.

F. Future Eligibility

Faculty members receiving leave under this provision shall be eligible for additional sabbatical leaves after completing six additional years of full-time service at the college.

13.08 Military Leave

a. Leave shall be granted to full-time faculty members who are ordered to: (a) Federal active or inactive duty training due to membership in military reserves, including the National Guard. The first seventeen (17) days of such leave per year shall be with pay. Leave beyond the seventeen (17) days shall be without pay. (b) State active duty due to membership in the Florida National Guard. Such leave not exceeding seventeen (17) days at any one time shall be with pay. Leave beyond the seventeen (17) days at any one time shall be without pay.

b. Leave granted to full-time faculty members for extended active military duty shall be according to Sections 115.09, 115.14, and 295.09, Florida Statutes.

13.09 Continuity of Benefits

The parties recognize that the question of a full-time faculty member's rights as to assignment and employment benefits is too complex to be treated in detail in this Article. However, they express their cognizance of the various laws and regulations governing those matters, and their commitment to the treatment of such questions in accordance with same.

ARTICLE 14

SALARIES

14.01 Base Salary

A. The basic contract length shall be 164 days (nine months). Faculty members shall be guaranteed at least one summer term of employment. Those faculty members who choose to work only the basic contract length shall receive a full year of retirement credit. Faculty members may teach a second summer term if needed and approved by the College. Summer term pay shall be at the rate specified in Section 14.01 B.6 of this Agreement.

New faculty members shall be appointed at the same salary rate as that of a current faculty member according to comparable rank, degree, and years of experience (according to the table below). All new faculty shall be appointed at the rank of Instructor for certification levels III, II, IA or at the rank of Assistant Professor for certification level I. The maximum number of years of related experience shall be ten (10) years earned prior to 1986-87.

MINIMUM SALARIES (DOLLARS)

Levels	III	II	IA	I
Years of Experience				
0	$15,989	$17,608	$18,692	$22,364
1	16,409	18,028	19,112	22,784
2	16,829	18,448	19,532	23,204
3	17,249	18,868	19,952	23,624
4	17,669	19,288	20,372	24,044
5	18,089	19,708	20,792	24,464
6	18,509	20,128	21,212	24,884
7	18,929	20,548	21,632	25,304
8	19,349	20,968	22,052	25,724
9	19,769	21,388	22,472	26,144
10	20,189	21,808	22,892	26,564

For 1987-88 faculty members shall receive their 1986-87 ten-month salary (as calculated from the 1985-86 salary matrix plus $420 as per PERC order) plus the appropriate amount of dollars from the table below:

	Instructor	Assistant Professor	Associate Professor	Professor
Level III	$1,325	$1,425	$1,525	$1,625
Level II	1,350	1,450	1,550	1,650
Level IA	1,375	1,475	1,575	1,675
Level I	1,400	1,500	1,600	1,750

The above sum equals the total 1987-88 nine month plus one guaranteed summer term salary. The nine month base salary amount shall be calculated by subtracting the guaranteed summer term rate (as specified in Section 14.01 B.6 of this agreement) from the nine month plus one guaranteed summer term salary.

B. Additional Teaching (when not part of the faculty member's standard load)

1. Correspondence Courses

All approved overload contracts will be paid according to the following schedule:

Bachelor's degree	$50	Per 3 credit
Master's degree	$51	hour course
Doctorate	$52	per student

Other credits will be paid on a pro rata basis.

a. After the student has completed one-half of the required course work and the faculty member has submitted written and signed certification to that effect to the Dean of Continuing Education, one-half (1/2) of the salary payment shall be paid. The remaining one-half (1/2) shall be paid when the student finishes the course (receives a final grade) or receives a "W" grade. If a student withdraws from the course prior to the first-half payment, the faculty member will receive the full payment amount when the "W" is assigned.

b. Should a faculty member not discharge his or her obligation after the first payment is made, the replacement faculty member shall receive only the second-half of the per student payment.

2. Campus-of-the-Air

Faculty members teaching a Campus-of-the-Air course shall be paid the hourly rate specified in Section 14.01 B.5, according to the following schedule:

	3 Credits	2 Crs.	1 Cr.
Watching a program	15 hours	15 hrs.	8 hrs.
Midterm examination	4	4	4
Final examination	4	4	4
Telephone consultation	6	6	6
Administrative	15	10	10
Course planning	4	4	4
	48	43	36

3. Seven O'Clock Series

Faculty members teaching a continuing education non-credit course shall be paid $10.00 per hour.

4. Contracts for Special Activities which are not part of the Regular Load

The parties affirm their mutual commitment to serving the community by also encouraging educational activities that do not fit the traditional course structure. In such cases special contracts will be issued to faculty for all those activities that are not readily convertible to regular hourly or term rates. Because of the wide variety of projects and funding sources for such activities, a faculty member's pay is to be determined jointly by the faculty member and the Administration with notice to the Association prior to approval by the Board. The parties will consider past practice and equity in determining pay for special activities.

5. Any faculty member assigned an overload, Campus-of-the-Air, independent or directed study course, or substitution in accordance with Article 8.01 shall be paid according to the following rates:

	College Credit	Technical Credit	Non-Credit Applied Music
Level III	$12.50	$10.00	$10.00
Level II	$15.00	$11.25	$15.00
Level IA	$15.00	$11.25	$20.00
Level I	$18.00	$12.50	$20.00

Counselors and Librarians

Level II	$11.25
Level IA	$11.25
Level I	$12.50

Payment for independent or directed study courses is figured by the following formula using the appropriate rate from the above table:

hourly rate x 1.5 x number of credits x number of students.

6. Summer Pay Per Term

Level III	$3,100
Level II	$3,200
Level IA	$3,300
Level I	$3,400

C. Educational Achievement Incentive

Faculty members who receive a higher level of district certification prior to September 15, 1987, will receive an additional $400 salary payment or the new minimum salary according to the table of minimum salaries in Section 14.01 A, whichever is greater.

D. Promotions

Any faculty member who is promoted to a higher level of academic rank shall receive a one-time non-recurring payment of $1,000. This shall be paid in the 1987-88 academic year.

14.02 Contractual Period

The basic contract length shall be 164 days. Faculty members shall be guaranteed at least one summer term of employment. Faculty members may teach a second summer term if needed and approved by the College.

14.03 Salary Checks

Faculty members shall be paid on a biweekly basis. Incorrect payments shall be adjusted on the next biweekly check following the error. Special checks may be issued within three (3) working days of the incorrect paycheck date only if the error was caused by the Human Resources or Payroll departments.

14.04 Retirement Incentive

The Board shall provide for a one-time retirement incentive (from non-recurring restricted use funds) as follows:

A. Eligibility:

1. Be a full-time faculty member at Pensacola Junior College; and
2. Be fifty-five (55) years old on or before July 1, 1988, and apply for, qualify for, and complete the normal retirement process with the Florida Division of Retirement; or
3. Be under fifty-five (55) years of age but have earned thirty (30) or more years in the retirement program.

B. Incentive Payment:

1. 20% of the base salary (9-month contract); and
2. 100% of eligible accrued sick leave as per the limits as set forth in Florida Statutes.

C. Enrollment Period:

Eligible persons shall have until December 18, 1987, to apply for this one-time retirement incentive program. Applications must be by a letter of intent from the faculty member to the Director of Human Resources Department. The letter of intent will be revokable until ten (10) days after the applicant is notified of the disposition of his or her application.

D. Selection Criteria:

If the number of applicants exceeds the number that can be funded by $200,000 then the Board agrees to:

Prior to the selection of recipients for the retirement incentive program, the administration will publish the selection criteria, which will then be discussed with the PJCFA in an open meeting. The date, time, and place of this meeting will be announced at least one week in advance by publication in the Green and White. In this event the parties agree to mutually waive the statutory impasse resolution procedure.

E. Method of Payoff:

The Board shall agree to any method of payoff for the retirement incentive selected by a faculty member as long as there is no conflict with Internal Revenue Service rules or state accounting regulations.

F. Tax Liability Workshops:

The Human Resources Department shall conduct workshops to help faculty members select the best method of payoff that will reduce their tax liabilities.

14.05 Retroactive Pay

Payment of the increases provided herein shall be retroactive to July 1, 1987, provided that an entire collective bargaining agreement (c.b.a.) is agreed upon and ratified prior to June 30, 1988, to apply to the contract (c.b.a.) year July 1, 1987 through June 30, 1988. The retroactive portion of all payments due shall be paid at the end of the first full pay period following ratification.

ARTICLE 15

CALENDAR

The agreed upon 1987-1988 PJC calendar is attached as Appendix D.

The Board and the Association shall mutually develop the 1988-1989 calendar. Such calendar shall be appended to the agreement.

RATIFICATION CERTIFICATE

This is to certify that this Agreement was ratified, on October 6, 1987, by the members of the bargaining unit described in Article 1.

PENSACOLA JUNIOR COLLEGE FACULTY
UFF-FTP-NEA

By: Ronald S. McCuiston
Dr. Ronald S. McCuiston
Chief Negotiator, PJCFA

By: Margaret A. Sielski
Dr. Margaret Sielski
President PJCFA

This is to certify that this Agreement was ratified on October 15, 1987, by the District Board of Trustees of Pensacola Junior College, Public Employer.

DISTRICT BOARD OF TRUSTEES
OF PENSACOLA JUNIOR COLLEGE

By: Mrs Gale Thames
Mrs. Gale Thames
Chairman
District Board of Trustees
of Pensacola Junior College

By: Horace E. Hartsell
Dr. Horace E. Hartsell
President
Pensacola Junior College

APPENDIX A

PUBLIC EMPLOYEES RELATIONS COMMISSION

APPENDIX B

TRAVEL

All travel must be authorized and approved through the proper channels before travel takes place. Reimbursement by the College will be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law.(FS)

SPECIFIC RULES AFFECTING TRAVEL

The allocation of the funds budgeted to each department shall be the responsibility of the department head, who shall use the following criteria as a guide:

1. The traveler must be under contract during the period of travel and shall have approved leave.(BT)
2. The meeting attended shall be directly related to the work of the traveler and to his division.
3. Florida or regional meetings shall be given priority over national meetings, unless the national meeting is of comparable interest and expense to the College.
4. In determining who shall make a trip, past travel and length of service as Pensacola Junior College shall be considered.
5. Accompanying a student group will not always constitute a professional trip.
6. When more than one person is traveling within 100 miles of the College, a college vehicle should be used if available.
7. Employees appearing on the program of a convention or meeting should be given special consideration for travel allotments.(AD)

CAR RENTAL

In some instances, renting a vehicle at the traveler's destination is more economical than hiring limousine service. The use of rental vehicles must be approved by the appropriate dean or vice president, or approved within an SPD project. Information and courtesy cards, as applicable to Pensacola Junior College, are available in the Office of the District Vice President for Business Affairs. When travel originates from a PJC campus, the college transportation department should be contacted for rental vehicle information.

INITIATING THE REQUEST FOR TRAVEL

A Request for Travel Authorization form shall be secured from the associate vice president for business affairs and submitted in duplicate through the respective department head, supervisor, dean, and appropriate provost or vice president to the associate vice president for business affairs, who will verify availability of funds. One copy of the form will be returned to the traveler and must be received prior to travel. The mode of travel shall be the most economical standard mode available. The trip shall be made via the usually traveled route.

COMPLETING THE VOUCHER FORM FOR REIMBURSEMENT-OUT-OF-DISTRICT TRAVEL

The Request for Reimbursement form, PJC 36-68, for per diem and/or travel shall be used by all authorized persons when submitting travel expense statements for approval and payment. All vouchers should be presented to the associate vice president for business affairs no later than five days after travel is completed. All receipts and the original copy of the Request for Travel Authorization must be attached to the vouchers, along with an announcement concerning, or copy of the agenda of, the meeting attended.

REIMBURSEMENT

The rate of reimbursement for authorized travel and/or per diem cannot exceed the amount authorized by the board of trustees. Current rates are:

1. For travel by personal car-twenty cents per mile Reimbursement cannot exceed the amount allowed under Section 2. The rate is based upon official mileage.

2. For travel by commercial carrier-actual travel cost Airline accommodations must be of "coach" or "tourist" class. Actual departure and arrival time of the flight should be reported for per diem purposes.

3. Per diem classifications and allotments
   a. Class A Travel (per diem)-Continuous travel of 24 hours or more away from official headquarters.
   b. Class B Travel(per diem)-Continuous travel of less than 24 hours requiring overnight absence from official headquarters. For per diem purposes, the day begins at the same time as the travel period.
   c. Class C Travel(meals)-Travel for short day-trips not requiring overnight absence from official headquarters. Maximum meal allowances are:

      Breakfast $3 when travel begins before 6 a.m. and extends beyond 8 a.m.

      Lunch $6 when travel begins before 12 noon and extends beyond 2 p.m.

      Dinner $12 when travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during night hours due to special assignment.

4. The authorized in-state per diem rate is $50 per day, with one-fourth that amount paid for each quarter of a day, or fraction thereof, as specified in the Florida Statutes 112.061 (6)(a).(FS) If actual expenses exceed $50 daily, the necessary and reasonable costs of lodging at a single occupancy rate shall be reimbursed, and a meal allowance shall be provided in keeping with the guidelines above.

12 Midnight

6 P.M.

6 A.M.

Travel during any of these
arbitrarily established quarters
of the day is reimbursable at
the rate of $12.50 per quarter.

12 Noon

Out-of-state meal allowance, and actual expenses for lodging at a single occupancy rate shall be reimbursed according to the guidelines above.

5. Exceptions to the board of trustees' travel policies may be made by the president within the general authority of SBCC Rule 6-14.732 and Chapter 112.061.(FS)

SPECIFIC RULES AFFECTING REIMBURSEMENT

1. The traveler receives reimbursement for the gross amounts for travel stated on the ticket.
2. A receipted hotel/motel bill is required; if lodging was not obtained at a hotel or motel, sufficient proof that the traveler was in fact at the location overnight must be supplied.
3. If travel was by commercial carrier, a ticket stub must be presented with the voucher. If travel is by personal car, mileage will be paid on the basis of official mileage.
4. Limousine fare will be reimbursed if a receipt is attached. In the absence of a receipt, limousine fare will be reimbursed on the basis of published limousine rates. (This does not include limousine fare to and from the Pensacola Regional Airport.)
5. Tolls incurred on bridges, tunnels or highways will be reimbursed if receipts are attached.
6. A registration fee, not including meals or lodgings or dues, will be reimbursed if a receipt is attached. If meals or lodging are included in the registration fee, a deduction(s) will be made from the reimbursement in these amounts: $3 for breakfast, $6 for lunch, $12 for dinner, and the appropriate amount for lodging.(FS)
7. Automobile storage must be substantiated by paid receipt.
8. Only items listed in this section (Specific Rules Affecting Reimbursement) will be reimbursed.
9. It is the traveler's responsibility to provide all necessary substantiating vouchers required for reimbursement.(AD)

IN-DISTRICT TRAVEL

Reimbursement for travel within the college district may be allowed full-time employees at a rate not to exceed twenty cents per mile, provided the following conditions are met:

1. Travel authorizations must be obtained from the president or his designated representative prior to travel.

2. A part-time faculty member is not eligible for in-district travel reimbursement unless funded by a grant.

3. A full-time teacher is eligible to request reimbursement if assignments require the teacher to travel more than the round-trip distance between residence and primary duty station. The primary duty station is subject to change.

4. Travel to evening class assignments is governed by the above.

5. A faculty member who is required to travel within the district for duties other than teaching will be allowed reimbursement, if the following conditions are met:

   a. Travel authorization must be obtained from the president or his designated representative prior to travel.
   b. Travel is required to and from the primary location of employment on any given day. The primary location shall be designated by the president.(FS) NOTE: College vehicles are available on a first-come-first-served basis for transport other than to class assignments.

Reimbursement will be at the rate of twenty cents per mile, based on official mileage from the main campus, as shown below. The request for reimbursement must be submitted on Form PJC-43-71 (revised 7/75) or Form 37-69 (revised 7/75), whichever is applicable.

Round-trip Mileage

Attorney Menge's office	12
Baptist Hospital	10.8
Century High School	86
Chamber of Commerce	12
Corry Field	18
County Courthouse	12
Eglin Air Force Base	110
First Presbyterian Church	12
George Stone Vocational School	26
Governmental Center	13
Gulf Breeze High School	20
Liberty Lanes Bowling Alley	7

Milton to Warrington	52
Milton Campus	32
Milton Campus to UWF	24
Milton Campus to Whiting Field	22
Naval Air Station	26
Pine Forest High School	26
Saufley Field	18
Monsanto	28
Town & Country Plaza	9
University Hospital	8
University of West Florida	17
Warrington Campus-PJC	19
Whiting Field	54

If travel occurs to locations other than these, odometer reading must be recorded on the reimbursement request, Form PJC 37-69 (revised 7/75).

USE OF COLLEGE VEHICLES

College vehicles may be used within a 100-mile radius of the campus, for any official function when the College is being represented by college personnel (other than class assignments). Persons other than college employees and students are not allowed to ride in college vehicles, due to insurance restrictions. Rental cars are to be used for trips over 100 miles long, or personal vehicles may be used, with reimbursement to be made from department budgets at the rate of twenty cents per mile.

Reservations, cancellations, and special arrangements for use of vehicles from the college motor pool are made by the Department of Buildings, Grounds and Transportation (Building 9-Pensacola Campus, extension 1902). As far in advance as possible of an out-of-town trip for which a college vehicle will be used, this office shall be notified with a Request for Materials, Supplies, or Maintenance Service, form#40-68. A copy of the approved Request for Travel Authorization must be presented when a vehicle is picked up.

APPENDIX C

RELEASED TIME FORM

(Name)____________________ (applies for)/(is assigned)

(amount,term,etc.)____________________ of released time

for the purpose of ____________________

____

____

____

upon the following condition(s)____________________

____

____

____

Denied/Approved by ____________________ Date:__________
(Administrator)

Accepted by ____________________ Date:__________
(Instructor)

ERIC Clearinghouse for
Junior Colleges
JUL 8 1988